



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPC, MND, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for an order of possession and for a monetary order for the cost of repairs and the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

At the start of the hearing the landlord and tenant's representative informed me that the tenant was deceased and had passed away on June 14, 2014. The landlord stated that he already had possession of the rental unit and therefore did not need an order of possession. Accordingly this hearing only dealt with the landlord's monetary claim.

Issues to be decided

Is the landlord entitled to a monetary order for the cost of repairs and the filing fee?

Background and Evidence

The tenancy started in 2002. The monthly rent at the end of the tenancy was 1,050.00. Prior to moving in the tenant paid a security deposit of \$400.00. On March 28, 2014, the landlord served the tenant with a notice to end tenancy for cause with an effective date of April 30, 2014. The tenant did not dispute the notice.

The landlord stated that tenant had caused considerable damage to the rental unit and the landlord is currently in the process of restoring the unit to a condition in which it can be rented. The landlord is making a claim in the amount of \$10,000.00 but did not file any documentary evidence to support his claim. The landlord stated that he recently gained possession of the rental unit and the work is ongoing.

Analysis

Based on the testimony of both parties, I find that the landlord is currently in the process of restoring the rental unit and therefore was not in a position to provide adequate evidence to support his monetary claim. Accordingly, I dismiss the landlord's claim for \$10,000.00 with leave to reapply.

Since the tenant did not dispute the notice to end tenancy but did not move out on the effective date of the notice, I find that the landlord was required to make this application. Therefore I find that the landlord is entitled to the recovery of the filing fee. I order that the landlord retain \$50.00 of the security deposit.

Conclusion

The landlord is entitled to retain \$50.00 of the security deposit towards the recovery of the filing fee. The landlord's application for damages is dismissed with leave to reapply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: June 18, 2014

Residential Tenancy Branch

