



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *OPR, MNR, MNSD, FF, CNL, MNDC*

Introduction,

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession and for a monetary order for rent, the filing fee and to retain the security deposit in satisfaction of the claim. The tenant applied to cancel the notice to end tenancy and for a monetary order for compensation for loss under the *Act*.

The landlord served the tenant a copy of this application and notice of hearing in person on July 24, 2014. Despite having made application and having been served a copy of the landlord's application, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Since the tenant did not attend the hearing, her application is dismissed. Accordingly this hearing only dealt with the landlord's application.

At the start of the hearing the landlord informed me that the tenant had moved out on September 01, 2014. Therefore the landlord no longer required an order of possession. The landlord also informed me that she had already been awarded a monetary order for the unpaid rent that she was claiming in this application.

Issues to be decided

Is the landlord entitled to the filing fee and to retain a portion of the security deposit in satisfaction of the monetary order she received at a prior hearing?

Background and Evidence

The tenancy started about two years ago and ended on September 01, 2014. Prior to moving in, the tenants paid a security deposit of \$375.00.

The tenancy ended pursuant to a notice to end tenancy for landlord's use of property. The notice was served on the tenant on June 23, 2014 and the tenant filed an application to dispute it. The tenant also filed for a monetary order for compensation. The landlord stated that since the tenant disputed the notice, she made her own application for an order of possession.

The landlord also stated that the tenant refused to provide a forwarding address. I explained to the landlord, the implications of not having a forwarding address to return the security deposit to or to file and serve a hearing package for an application to retain all or a portion of the deposit.

Analysis

The tenant has not provided a forwarding address to the landlord. The landlord may retain the deposit until she receives a forwarding address and then process the return of the security deposit in compliance with s. 38 of the *Residential Tenancy Act*. The tenant has one year to provide the landlord with a forwarding address.

Since the landlord filed an application in response to the tenant's dispute of the notice to end tenancy, I award the landlord the filing fee. The landlord may retain \$50.00 from the security deposit.

The landlord has already been granted a monetary order for unpaid rent. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

The landlord may retain \$50.00 from the security deposit.

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: September 12, 2014

Residential Tenancy Branch

