



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *OPC, CNC, MNDC, MNSD, PSF, RR, FF*

### **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 the cost of repairs and the filing fee. The landlord also applied to retain the security deposit. The tenant applied for an order to cancel the notice to end tenancy, for a rent reduction and for an order directing the landlord to comply with the *Act*.

The landlord served the tenant with the hearing package on March 31, 2015. Despite having been served with the notice of hearing and having made application, the tenant did not attend the hearing. Accordingly, this hearing only dealt with the landlord's application. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

At the start of the hearing, the landlord informed me that the tenant had moved out on April 11, 2015 and that the landlord had obtained an order of possession following a hearing of an application by the landlord on April 23, 2015. Since the tenancy has ended, the landlord's application for an order of possession is no longer necessary.

### **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 on December 14, 2014 for a fixed term of six months. The monthly rent was \$675.00 payable on the first of the month. Prior to moving in the tenant paid a security deposit of \$337.50.

The tenant moved out without providing the landlord with a forwarding address. The landlord stated that the tenant left the unit in a damaged state and that she is currently in the process of repairing the damage.

### **Analysis**

Based on the undisputed sworn testimony of the landlord, I accept her evidence in respect of the claim. The tenant moved out without providing a forwarding address. Since the landlord is still in the process of making repairs and will incur costs, the landlord may make application for damages and to retain the security deposit in accordance with s.38 of the *Residential Tenancy Act*.

I allow the landlord to retain \$50.00 from the security deposit towards the recovery of the filing fee.

### **Conclusion**

The landlord's application for damages is dismissed with leave to reapply. The landlord may retain \$50.00 from the security deposit.

The tenant's application is dismissed in its entirety.

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: April 29, 2015

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Residential Tenancy Branch

