



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BROWN BROS AGENCIES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNDC, MNR, MNSD, MND, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss; for a monetary Order for unpaid rent; for a monetary Order for damage; to keep all or part of the security deposit; and to recover the fee for filing this Application for Dispute Resolution.

Issue(s) to be Decided

Is the Landlord entitled to compensation for unpaid rent and damage to the rental unit?
Is the Landlord entitled to retain all or part of the security deposit?

Background and Evidence

This hearing was scheduled to commence at 2:30 p.m. on August 27, 2015. The Tenant joined the teleconference at 2:31 p.m. but by the time the hearing ended at 2:42 p.m. a representative for the Landlord had not appeared.

With the exception of the application to retain the security deposit, the Tenant stated that she does not believe the Landlord is entitled to any of the monetary claims. She stated that she believes the Landlord is entitled to retain the security deposit of \$362.50 as she gave the Landlord written authority, at the end of the tenancy, to retain that deposit.

Analysis

On the basis of the undisputed testimony of the Tenant, I find that the Tenant gave the Landlord written authority, at the end of the tenancy, to retain her security deposit of \$362.50. As the Landlord has the right to retain the security deposit pursuant to section 38(4) of the *Act* I find that there is no need to consider the Landlord's claim to retain the security deposit.

I find that the Landlord has failed to diligently pursue the remainder of the monetary claims and I therefore dismiss those claims without leave to reapply.

Conclusion

The Landlord has failed to establish it is entitled to a monetary claim and the Application for Dispute Resolution and the application for a monetary Order has been dismissed.

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: August 28, 2015

Residential Tenancy Branch

