



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CAPREIT Limited Partnership  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, FF

### Introduction

This was a hearing with respect to the landlord's application for a monetary award and for an order to retain the security and pet deposits. The hearing was conducted by conference call. The landlord's agent called in and participated in the hearing. The tenant did not attend, although she was served with the application and Notice of Hearing sent by registered mail on June 19, 2015.

### Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?  
Is the landlord entitled to retain all or part of the deposits?

### Background and Evidence

The rental unit is an apartment in Victoria. The tenancy began May 1<sup>st</sup>, 2013. The monthly rent was \$685.00. The tenant paid a security deposit of \$342.50 and a pet deposit of \$342.50.

There were two rent increases during the course of the tenants. The rent was increased to \$717.57 effective May 1, 2015. The tenant failed to pay the full rent for June. She paid the sum of \$200.00 on June 2, 2015. The payment was accepted for use and occupancy only. The tenant moved out on June 15, 2015 without participating in a move-out inspection.

The landlord's claim against the tenant includes a claim for unpaid rent in the amount of \$518.14 (this amount includes unpaid rent for June plus 57¢ unpaid from May), \$135.00 for cleaning charges, \$45.00 for a mail box key not returned and \$25.00 as a late fee for June rent. The landlord requested payment of the filing fee, for a total claim of \$773.14.

According to the landlord's records, it returned the sum of \$320.64 to the tenant. This represented a portion of the tenant's pet deposit that was returned by cheque sent to the tenant several days after the tenancy ended. The landlord's agent said that the payment appeared to have been made inadvertently by the landlord's head office before the landlord's agent had submitted the application for dispute resolution seeking a monetary award and an order to retain the deposits. Taking into account the amount returned to the tenant, the landlord now holds the sum of \$364.36 out of the total deposits of \$685.00 paid by the tenant.

### Analysis

Based on the undisputed testimony of the landlord's agent and the documentary evidence provided, I find that the landlord is entitled to a monetary award in the amount claimed, namely: the sum of \$773.14. This amount includes the filing fee paid for the application. I order that the landlord retain the balance of the deposit that it holds in the amount of \$364.36 in partial satisfaction of this award and I grant the landlord an order under section 67 for the balance of \$408.78.

### Conclusion

The landlord has been granted a monetary order in the amount of \$408.78. This order may be registered in the Small Claims Court and enforced as an order of that court.

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: December 02, 2015

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Residential Tenancy Branch

