



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This was a hearing with respect to the landlord's application for a monetary award and an order to retain the security deposit. The hearing was conducted by conference call. The landlord called in and participated in the decision. The tenants did not attend although they were served with the application and Notice of Hearing by registered mail sent on July 6, 2015.

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?

Background and Evidence

The rental unit is an apartment in North Vancouver. There was an earlier dispute resolution proceeding regarding this tenancy. In a decision dated January 12, 2015, an arbitrator recorded a settlement agreement reached upon a hearing of the tenants' application to cancel a two month Notice to End Tenancy for landlord's use. The decision record the agreement that the tenants would withdraw their application for dispute resolution and the landlord would withdraw the Notice to End Tenancy and it was agreed that the tenancy would end of May 31, 2015.

The landlord claimed that the tenants moved out on May 31, 2015, but failed to pay rent for May in the amount of \$980.00. According to the landlord the tenants claimed to be entitled to a month's free rent pursuant to the Notice to End Tenancy, although the Notice was withdrawn and the tenancy ended by agreement. The landlord testified that he continues to hold the tenants' security deposit of \$490.00.

The landlord claimed a further \$100.00 for disposal fees, but he did not submit any invoice or other evidence to support the claim. According to the landlord's application

the tenants are entitled to receive a \$100.00 credit for a freezer and that amount should be deducted from the amount awarded to the landlord.

Analysis

The tenants did not move out pursuant to a Notice to End Tenancy and I find that the landlord is entitled to a monetary award for May rent.. The landlord did not provide evidence to support his claim for disposal charges and that claim is denied

Conclusion

I allow the landlord's claim for May rent in the amount of \$980.00. The landlord is entitled to recover the \$50.00 filing fee for this application, for a total award of \$1,030.00. From that amount I deduct the \$100.00 credit in favour of the tenants, for a total award of \$930.00. I order that the landlord retain the security deposit of \$490.00 that he holds, in partial satisfaction of this award and I grant the landlord an order under section 67 for the balance of \$440.00. 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 31, 2015

Residential Tenancy Branch

