



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HELENA HOLDINGS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNSD, MND, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for the cost of restoration to the rental unit after a fire that was caused by the tenant's negligence. The landlord also made application for the recovery of the filing fee and to retain the security deposit in full settlement of the claim.

The landlords testified that they served the tenant with the notice of hearing and evidence package by registered mail on July 27, 2015, to the forwarding address provided by the tenant. The landlords provided a tracking number. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlords attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to his monetary claim? Is the landlord entitled to retain the security deposit in full satisfaction of the monetary claim?

Background and Evidence

The landlord testified that the tenancy started in September 2014 and ended on or about the middle of July 2015. The monthly rent was \$1,500.00 payable on the first of each month. Prior to moving in the tenant paid a security deposit and pet deposit in the total amount of \$1,500.00.

The landlord testified that on January 13, 2015, the tenant was melting wax in a pot on the stove when the pot caught fire. The tenant attempted to take it outside via the back door but found it closed. The tenant threw the burning pot against the back door which resulted in the wall catching on fire.

The landlord provided documentary evidence to support the costs incurred to restore and clean up the rental unit. The landlord is claiming a total of \$7,261.19

The landlord stated that even though his claim for the cost of the restoration is in excess of the deposit of \$1,500.00, he would be happy to retain the deposit in full and final settlement of all claims against the tenant.

Analysis

Based on the undisputed testimony and documentary evidence of the landlord, I accept the landlord's testimony in respect of the claim.

The landlord agreed to accept the deposit in full settlement of his claim. Accordingly, I order the landlord to retain the deposit of \$1,500.00 in full and final settlement of all claims against the tenant.

Conclusion

The landlord may retain the deposit of \$1,500.00.

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: January 13, 2016

Residential Tenancy Branch

