



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNSD, MNDC, FF (Landlord's Application)  
                             MNSD, MNDC, FF (Tenant's Application)

### Introduction

This hearing convened as a result of cross applications. In the Landlord's Application for Dispute Resolution the Landlord requested the following: a Monetary Order for unpaid rent; a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act*, the *Regulations* or the tenancy agreement; authority to retain the security deposit; and, to recover the filing fee. The Tenant also applied for Dispute Resolution wherein she sought monetary compensation from the Landlord for money owed or compensation for damage or loss under the *Residential Tenancy Act*, the *Regulations* or the tenancy agreement, return of her security deposit and recovery of the filing fee.

Only the Landlord appeared at the hearing. He gave affirmed testimony and was provided the opportunity to present his evidence orally and in written and documentary form, and to make submissions to me.

As the Tenant did not attend the hearing, her application is dismissed.

The Landlord testified served the Tenant with the Notice of Hearing and his Application for Dispute Resolution on November 25, 2015 by registered mail. Under the *Act* documents served this way are deemed served five days later; accordingly, I find the Tenant was duly served as of November 30, 2015.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

1. Is the Landlord entitled to monetary compensation from the Tenant?
2. What should happen with the Tenant's security deposit?
3. Should the Landlord recover the filing fee?

### Background and Evidence

The Landlord testified that the tenancy began June 1, 2014. The monthly rent was \$1,200.00 and the Tenant paid a security deposit of \$600.00. Introduced in evidence was a copy of the residential tenancy agreement.

The Landlord testified that the Tenant did not pay rent for January 2015. The Landlord further testified that the Tenant moved out at some point in time in January 2015 and failed to attend the rental unit for a move out condition inspection.

Introduced in evidence was a letter from the Tenant dated January 16, 2015 wherein she confirms she will vacate the rental unit by January 31, 2015. Although she specifically requested her "damage deposit of \$600.00", she failed to provide her forwarding address in this letter.

The Landlord provided in evidence a letter dated January 22, 2015 wherein he provided the Tenant with the final opportunity to schedule a condition inspection as well as the names of his two representatives (as he was intending to be away for three weeks from January 25, 2015). Attached to the January 22, 2015 letter was the #RTB-22 *Notice of Final Opportunity to Schedule a Condition Inspection* which proposed January 31, 2015 at 2:00 p.m. as the time to conduct the inspection.

The Landlord testified that he was required to clean the rental unit after the Tenant moved out, and that he was not able to rent the rental unit until May 2015. Despite the fact he was not provided adequate notice from the Tenant to permit re-renting the unit for February 2015, he confirmed he only sought compensation for unpaid rent for the month of January 2015.

### Analysis

I accept the undisputed evidence of the Landlord that the Tenant failed to pay rent for the month of January 2015. I further accept his evidence that she vacated the rental unit at some point in January 2015 and that she failed to participate in the move out condition inspection. Pursuant to section 36(1)(b) the Tenant's right to claim the security deposit is extinguished.

The Landlord is granted a Monetary Order for Unpaid rent for the month of January in the amount of \$1,200.00. He is also entitled to recovery of the \$50.00 fee paid to file his application for a total award of \$1,250.00. The Landlord is authorized to retain the security deposit in the amount of \$600.00 and is granted a Monetary Order in the amount of **\$650.00** for the balance due. This Order must be served on the Tenant by the Landlord and may be filed and enforced in the B.C. Provincial Court (Small Claims Division) as an Order of that Court.

### Conclusion

The Landlord is awarded compensation for unpaid rent for the month of January 2015 as well as recovery of his filing fee. He is authorized to retain the \$600.00 security deposit and is granted a Monetary Order for the amount of \$650.00.

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 19, 2016

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Residential Tenancy Branch

