



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ADVENT REAL ESTATE SERVICES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND MNR MNSD MNDC FF

Introduction

This hearing was convened as a result of the landlord's application for dispute resolution under the *Residential Tenancy Act* (the "Act") a monetary order for damages to the unit, site or property, for unpaid rent or utilities, for authorization to retain the tenants' security deposit, for money owed or compensation for damages or loss under the *Act*, regulation or tenancy agreement, and to recover the cost of the filing fee.

An agent for the landlord (the "agent") attended the teleconference hearing and gave affirmed testimony. During the hearing the agent was given the opportunity to provide his evidence orally. A summary of the evidence is provided below and includes only that which is relevant to the hearing.

As the tenants did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing"), Application for Dispute Resolution (the "Application") and documentary evidence were considered. The agent testified that the Notice of Hearing, Application and documentary evidence were served on the tenants by registered mail on September 22, 2015, with each tenant being mailed their own registered mail package to their forwarding addresses provided by the tenants in writing. The agent provided two registered mail tracking numbers in evidence. According to the online registered mail tracking website, both packages were returned to sender on September 28, 2015. Based on the above, I find that both tenants were deemed served as of September 27, 2015 each with their own registered mail package in accordance with section 90 of the *Act* which is five days after the registered mail packages were mailed on September 22, 2015. Section 90 of the *Act* indicates that documents served by mail are deemed served five days after they are mailed.

Preliminary and Procedural Matters

At the outset of the hearing, the agent requested to remove occupant J.S. as a respondent as J.S. was not a tenant. I find that such an amendment does not prejudice the parties and have amended the landlord's application accordingly under the *Act*.

In addition, the agent requested to withdraw the landlord's request for an order of possession as the tenants vacated the rental unit on June 3, 2015 and as a result, an order of possession is no longer necessary.

Issues to be Decided

- Is the landlord entitled to a monetary order under the *Act*, and if so, in what amount?
- What should happen to the tenants' security deposit under the *Act*?
- Is the landlord entitled to the recovery of the cost of the filing fee under the *Act*?

Background and Evidence

A copy of the tenancy agreement was submitted in evidence. A fixed term tenancy began on June 1, 2014 and reverted to a month to month tenancy after May 31, 2015. Monthly rent was \$1,750.00 per month. The tenants paid a security deposit of \$875.00 at the start of the tenancy, which the landlord continues to hold.

The landlord's monetary claim is as follows:

ITEM DESCRIPTION	AMOUNT CLAIMED
1. Painting and light bulbs	\$526.05
2. Suite and carpet cleaning	\$488.25
3. Loss of June 2015 rent	\$1,750.00
4. Recovery of the cost of the filing fee	\$50.00
Subtotal	\$2,814.30
<i>Less tenants' security deposit of \$875.00</i>	<i>-\$875.00</i>
TOTAL	\$1,939.30

In support of the landlord's application, the landlord submitted registered mail receipts, the tenancy agreement, condition inspection report, and receipts.

The agent testified under oath regarding items one through three as described above and presented receipts and to support the costs being claimed. The condition inspection report is signed by one of the tenants which supports that the tenant agreed with the move out inspection report. The condition inspection report supports the items being claimed by the landlord. The agent testified that the rental unit could not be rented until July 1, 2015 due to the tenants not vacating the rental unit until June 3, 2015 and the damage caused by the tenants and that as a result, the landlord suffered a loss of June 2015.

Analysis

Based on the evidence presented and the undisputed testimony of the landlord provided during the hearing, and on the balance of probabilities, I find the following.

As the tenants were served with the Notice of Hearing, Application and documentary evidence and did not attend the hearing, I consider this matter to be unopposed by the tenants. As a result, I find the landlord's application is fully successful in the amount of **\$2,814.30** which includes the recovery of the cost of the filing fee in the amount of **\$50.00** as the landlord's application is successful. I have considered the undisputed evidence and the fact that the application was unopposed by the tenants. The landlord continues to hold the tenants' security deposit of \$875.00 which has not accrued any interest to date.

I authorize the landlord to retain the tenants' full security deposit of \$875.00 in partial satisfaction of the landlord's monetary claim. I grant the landlord a monetary order pursuant to section 67 of the *Act*, for the balance owing by the tenants to the landlord in the amount of **\$1,939.30**.

Conclusion

The landlord's application is successful.

The landlord has been authorized to retain the tenants' full security deposit of \$875.00 in partial satisfaction of the landlord's monetary claim. The landlord has been granted a monetary order pursuant to section 67 of the *Act*, for the balance owing by the tenants to the landlord in the amount of \$1,939.30. The landlord must serve the tenants with the

monetary order and may enforce the monetary order in the Provincial Court (Small Claims Division).

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: March 11, 2016

Residential Tenancy Branch

