



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNSD

### Introduction

This was a hearing with respect to the landlord's application for an order for possession, a monetary order and an order to retain the security deposits. The hearing was conducted by conference call. The landlord called in and participated in the hearing. The tenants did not attend although they were personally served with the application and Notice of Hearing on January 20, 2016.

There was an earlier hearing with respect to this tenancy. After a hearing on February 4, 2016, I dismissed the tenants' application to cancel a Notice to End Tenancy and granted the landlord an order of possession. The tenants and all other occupants have now moved out of the rental unit and the landlord no longer requires an order of possession; therefore the landlord's application for an order of possession is dismissed.

### 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 security deposits?

### Background and Evidence

The rental unit is a basement suite in the landlord's house in Abbotsford. The tenancy began on October 15, 2015. The monthly rent was \$800.00 per month plus utilities. Each of the tenants was responsible for paying \$400.00 per month. The tenant S.W. paid a security deposit of \$200.00 at the start of the tenancy and the tenant R.W. paid a \$150.00 security deposit in November, 2015.

The landlord has provided documentary evidence concerning amounts that are owed by the tenants for utility charges in excess of \$800.00. The landlord has also incurred costs to repair damage caused by the tenants and their occupants in excess of \$500.00.

The landlord has requested that he be granted a monetary award in the amount of the security deposits that he holds in satisfaction of his claims for unpaid utilities and repair costs.

### Analysis

The landlord's evidence has satisfied me that he has incurred costs that are the responsibility of the tenants that are far in excess of the security deposits that he holds in the amount of \$350.00. As requested by the landlord I award him the sum of \$350.00 for his claims for unpaid utilities and repair costs and I order that he retain the security deposits that he holds in the amount of \$350.00 in full and final satisfaction of those claims.

### Conclusion

The landlord has been awarded the sum of \$350.00 and he has been directed to retain the security deposits in satisfaction of the award.

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: March 03, 2016

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Residential Tenancy Branch

