



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNR, MND, MNSD & MNDC

Introduction

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. A monetary order in the sum of \$2123.50 for unpaid rent and damages
- b. An order to keep the security deposit.
- c. An order to recover the cost of the filing fee

A hearing was conducted by conference call in the presence of the applicant and in the absence of the respondent although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the Tenant on October 21, 2015. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided:

The issues to be decided are as follows:

- a. Whether the landlord is entitled to a monetary order and if so how much?
- b. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- c. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

On July 14, 2015 the parties entered into a fixed term written tenancy agreement that provided that the tenancy would start on August 1, 2015 and end on August 1, 2016. The tenancy agreement provided that the tenant(s) would pay rent of \$950 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$475 and a pet damage deposit of \$475 at the start of the tenancy.

On October 2, 2015 the tenant e-mailed the landlord advising that she was intending to vacate the rental unit at the end of October. The tenant vacated on October 16, 2015 after paying half of the rent for October.

Monetary Order and Cost of Filing fee

With respect to each of the landlord's claims I find as follows:

- a. I determined the landlord is entitled to \$475 in unpaid rent for the remainder of October.
- b. I dismissed the claim for the cost of using the process server as this relates to the cost of conducting litigation. The only jurisdiction relating to costs that an arbitrator has is the cost of the filing fee.
- c. I dismissed the claim for the cost of paying the real estate management company as the landlord did not use them.
- d. The landlord re-rented the rental unit with the new tenants taking possession on November 1, 2015 for the reduced rent of \$900 per month. I determined the landlord is entitled to \$450 for the loss of rent in the sum of \$50 per month for the period November 1, 2016 to July 31, 2017 (9 months x \$50 per month = \$450).

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$925 plus the \$100 filing fee for a total of \$1025.

Security Deposit

I determined the security deposit plus interest totals the sum of \$950. I determined the landlord is entitled to retain this sum. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$75.

Conclusion

In summary I ordered that the landlord shall retain the security deposit/pet damage deposit in the sum of \$950.

I further ordered the Tenants pay to the Landlord the sum of \$75.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: March 21, 2016

Residential Tenancy Branch