



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MNR MNSD MNDC FF

### **Introduction:**

Both parties made applications (with the landlord inadvertently duplicating his). Only the landlord attended the hearing and gave sworn testimony. He confirmed receipt of the tenant's Application for Dispute Resolution and testified his was served by registered mail. I find the documents were legally served pursuant to sections 88 and 89 of the Act for the purposes of this hearing. This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Sections 46 and 67 for unpaid rent;
- b) An Order to retain the security deposit pursuant to Section 38; and
- c) An order to recover the filing fee pursuant to Section 72.

This hearing also dealt with an application by the tenant pursuant to the Residential Tenancy Act (the Act) for orders as follows:

- d) For a return of the security deposit and pet damage deposits pursuant to section 38; and
- e) To recover the filing fee for this application.

### **Preliminary Issue:**

The landlord said he had made a typographical error in the number of the dispute address. He had filed another Application, he said, with the right address but on examination, I found it was again a typo error. Some numbers had been switched. He requested a correct the dispute address. Pursuant to my authority under section 78 of the Act, I corrected the number of the disputed address as underlined above.

### **Issue(s) to be Decided:**

Is the landlord entitled to an order for unpaid rent and to recover the filing fee?

Is the tenant entitled to twice their security deposit refunded and to recover filing fees for the application?

**Background and Evidence:**

Only the landlord attended although the tenant had also filed an application. The landlord was given opportunity to be heard, to present evidence and to make submissions. It is undisputed that the tenancy commenced November 1, 2010, the rent is currently \$1950 and a security and pet damage deposit totalling \$1900 was paid.

The landlord claims the tenant did not pay rent for May 2016 and the tenant did not file evidence to refute this. The landlord said he had sold the home as of July 1, 2016 and has found the tenancy is continued under the new owners. However, he still has the tenants' deposits in trust. He asks to retain the deposits to offset the amount owing.

The tenant requests twice their security and pet damage deposits refunded pursuant to section 38 of the Act.

In evidence is a registered mail receipt.

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

**Analysis**

Monetary Order:

The onus is on the applicant to prove on a balance of probabilities their claim. I find the landlord's evidence credible that the tenant's did not pay their rent in May 2016 as the tenant has filed no dispute to this claim. I find the landlord entitled to recover \$1950 in unpaid rent.

On the tenant's application, the onus is on him to prove on the balance of probabilities that twice the security deposit should be refunded in accordance with section 38 of the Act. The tenant did not attend the hearing to support their application and did not file any evidence in support. I dismiss the application of the tenant.

**Conclusion:**

I dismiss the application of the tenant in its entirety without leave to reapply and I find they are not entitled to recover filing fees for his application.

I find the landlord entitled to a monetary order as calculated below and to retain the deposits to offset the amount owing. I find him entitled to recover his filing fee also.

Calculation of Monetary Award:

Unpaid rent May 2016	1950.00
Filing fees	100.00
Less security and pet damage deposits	-1900.00
<b>Monetary Order for balance to landlord</b>	<b>150.00</b>

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: December 15, 2016

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Residential Tenancy Branch