



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNR, MNSD, MND, & FF

Introduction

The Application for Dispute Resolution filed by the landlord seeks the following:

- a. A Monetary Order in the sum of \$1716 for non-payment of rent.
- b. An Order to retain 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 a 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.

The Residential Tenancy Act permits a landlord to serve a tenant by sending the Application for Dispute Resolution by registered mail to the forwarding address provided by the Tenant. The Act provides it is deemed received 5 days later. The Policy Guideline provide that a party cannot avoid service by refusing to claim their registered mail. I find that the Application for Dispute Resolution/Notice of Hearing was served on the Tenant by mailing, by registered mail to the forwarding address provided by the Tenant and that it was sufficient served even though the tenant failed to claim her registered mail. 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:

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

Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy approximately 3 years ago. The rent was initially \$2000 per month payable in advance on the first day of each month. The rent was increased to \$2050. The tenant paid a security deposit of \$1000 prior to the start of the tenancy.

The landlord testified the tenant's negligence caused a fire in the rental unit. The parties signed a Mutual Agreement to End the Tenancy on October 15, 2016. The tenant vacated the rental unit on October 2, 2016 and failed to pay the half of month rent that was due.

Analysis - Monetary Order and Cost of Filing fee

I determined the tenant has failed to pay the rent for the period October 1, 2016 to October 15, 2016 and the sum of \$1025 is due. I dismissed the claim for utilities during this period and the claim for the \$500 deductible as the landlord failed to provide evidence to support this claim. The landlord retains the right to re-apply. I granted the landlord a monetary order in the sum of \$1025 plus the sum of \$100 in respect of the filing fee for a total of \$1125.

Security Deposit

I determined the security deposit plus interest totals the sum of \$100. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$125..

Conclusion:

In conclusion I ordered that the landlord shall retain the security deposit of \$1000. In addition I ordered the Tenant pay to the landlord the sum of \$125.

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 22, 2017

Residential Tenancy Branch