



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the landlord seeking an Order of Possession and a monetary order for unpaid rent or utilities and to recover the filing fee from the tenant for the cost of the application.

The landlord attended the hearing, gave affirmed testimony and provided evidentiary material in advance of the hearing. However, the line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and no one for the tenant joined the call. The landlord testified that the tenant was served with the Landlord's Application for Dispute Resolution and notice of this hearing personally on March 16, 2017 and was served with the additional evidentiary material by registered mail on March 29, 2017. I accept that testimony and I find that the tenant has been served in accordance with the *Residential Tenancy Act*.

At the commencement of the hearing the landlord advised that the tenant has vacated the rental unit, the landlord has possession of it, and the landlord's application for an Order of Possession is withdrawn.

Issue(s) to be Decided

- Has the landlord established a monetary claim as against the tenant for unpaid rent and for changing locks that give access to the rental unit?
- Should the landlord be permitted to keep all or part of the security deposit in partial satisfaction of the claim?

Background and Evidence

The landlord testified that this fixed-term tenancy began on January 1, 2017 and was to expire on December 31, 2017 at which time the tenancy would end and the tenant was

required to vacate the rental unit. Rent in the amount of \$1,750.00 per month was payable on the 1st day of each month. Prior to the commencement of the tenancy the landlord collected a security deposit from the tenant in the amount of \$750.00 which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is a basement suite and the landlord resides in the upper level of the home. Copies of the tenancy agreement and Addendum have been provided.

The landlord further testified that the tenant failed to pay rent when it was due for March, 2017 and on March 2, 2017 the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities by posting it to the door of the rental unit. A copy has been provided and it is dated March 2, 2017 and contains an effective date of vacancy of March 15, 2017 for unpaid rent in the amount of \$1,750.00 that was due on March 1, 2017. The tenant has not served the landlord with an application for dispute resolution disputing the notice and has not paid any rent since the notice was served.

The tenant was personally served with the hearing package for this hearing on March 16, 2017 at which time the tenant moved out but did not provide the landlord with a forwarding address in writing. The landlord had another address for the tenant on the Application to Rent, which is the address the landlord sent the additional evidentiary material to by registered mail. Also, the tenant did not leave the keys and the landlord had to have the locks changed. A copy of a receipt for that service has been provided.

The landlord has provided a Monetary Order Worksheet wherein the landlord claims \$1,750.00 for unpaid rent for March, recovery of the \$100.00 filing fee and reimbursement for changing locks in the amount of \$117.14, and asks for an order permitting the landlord to keep the \$750.00 security deposit in partial satisfaction of the claim.

Analysis

The Landlord's Application for Dispute Resolution does not include a claim for changing the locks or to keep the security deposit. However, in the absence of any dispute by the tenant, and considering that both are mentioned in the Monetary Order Worksheet I amend the application to include those claims.

I also accept the undisputed testimony of the landlord that the tenant moved out without paying rent for March, 2017, and the landlord has established the claim of \$1,750 for rent.

I also accept the undisputed testimony of the landlord that the tenant didn't leave the keys that give access to the rental unit and the landlord has established a claim of \$117.14.

Since the landlord has been successful with the application the landlord is also entitled to recovery of the \$100.00 filing fee.

I hereby order the landlord to keep the \$750.00 security deposit in partial satisfaction of the claims and I grant the landlord a monetary order for the difference in the amount of \$1,217.14 ($\$1,750.00 + \$117.14 + \$100.00 = \$1,967.14 - \$750.00 = \$1,217.14$).

Conclusion

For the reasons set out above, the landlord's application for an Order of Possession is hereby dismissed as withdrawn.

I hereby order the landlord to keep the \$750.00 security deposit in partial satisfaction of the claim and I grant a monetary order in favour of the landlord as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$1,217.14.

This order is final and binding and may be enforced.

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: April 11, 2017

Residential Tenancy Branch