



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD FF

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, received at the Residential Tenancy Branch on December 29, 2016 (the "Application"). The Landlord applied for the following relief pursuant to the *Residential Tenancy Act* (the "Act"):

- an order that he be permitted to retain all or part of the pet damage deposit or security deposit; and
- an order granting recovery of the filing fee.

The Landlord attended the hearing on his own behalf and provided affirmed testimony. The Tenant did not attend the hearing.

The Landlord testified the Application package was served on the Tenant by registered mail on December 29, 2016. The Application package was sent to the forwarding address provided by the Tenant in a letter dated December 19, 2016, a copy of which was submitted by the Landlord. Also submitted in support was a copy of a Canada Post registered mail receipt. Pursuant to sections 89 and 90 of the *Act*, documents served by registered mail are deemed to be received five days later. I find the Landlord's Application package is deemed to have been received by the Tenant on January 3, 2017.

The Landlord was provided with the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Landlord entitled to keep all or part of the security deposit or pet damage deposit in partial satisfaction of the claim?
2. Is the Landlord entitled to an order granting recovery of the filing fee?

Background and Evidence

The Landlord testified the tenancy began on August 1, 2016. Rent in the amount of \$600.00 per month was due on the first day of each month. The Tenant paid a security deposit of \$300.00, which the Landlord holds.

The Landlord applied to retain the security deposit in partial satisfaction of unpaid rent for October 2016. The Landlord testified that the Tenant paid rent for August and September 2016, but vacated the rental unit without giving notice in September 2016. Later, in a letter dated December 19, 2016, the Tenant provided a forwarding address and requested the return of the security deposit, prompting the Landlord's Application.

The Tenant did not attend the hearing to dispute the Landlord's evidence.

Analysis

Based on the unchallenged and affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

The Landlord sought an order permitting him to retain the security deposit. I find the Tenant vacated the rental unit in September 2016, without giving notice as required by section 45 of the *Act*. Had notice been given in September 2016, in accordance with the *Act*, rent would have been due and payable until October 31, 2016. I find the Landlord has demonstrated an entitlement to retain the security deposit in partial satisfaction of rent for October 2016.

Having been successful, and pursuant to section 67 of the *Act*, I grant the Landlord a monetary order in the amount of \$100.00 as recovery of the filing fee paid to make the Application.

Conclusion

The Landlord is granted a monetary order in the amount of \$100.00. This order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: June 21, 2017

Residential Tenancy Branch