



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PACIFIC WELFARE RESOURCE INVESTMENT INC and NORTH CARIBOU AIR and [tenant name suppressed to protect privacy]

DECISION

<u>Dispute Codes</u>	Landlord:	MND MNDC MNSD FF
	Tenant:	MNDC MNSC OLC

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (the “*Act*”).

The Landlord’s Application is dated June 6, 2017 (the “Landlord’s Application”). The Landlord applied for the following relief pursuant to the *Act*:

- a monetary order for compensation for damage to the unit, site or property;
- a monetary order for money owed or compensation for damage or loss;
- an order allowing the Landlord to retain all or part of the security deposit or pet damage deposit; and
- an order granting recovery of the filing fee.

The Tenant’s Application is dated June 28, 2017 (the “Tenant’s Application”). The Tenant applied for the following relief, pursuant to the *Act*:

- a monetary order for money owed or compensation for damage or loss;
- an order requiring the Landlord to return all or part of the security deposit and/or pet damage deposit; and
- an order that the Landlord comply with the *Act*, regulation, and/or a tenancy agreement.

The Tenant was represented at the hearing by F.N. Another representative of the Tenant, G.B., attended the hearing but did not participate; G.B. disconnected from the conference call before the end of the hearing.

The Landlord did not attend the hearing. Accordingly, the Landlord’s Application is dismissed, without leave to reapply.

On behalf of the Tenant, F.N. testified the Tenant’s Application package was served on the Landlord by registered mail on July 4, 2017. F.N. also advised the Landlord was also sent an

email to advise that the package had been served by registered mail. 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 is deemed to have received the Tenant's Application package on July 9, 2017.

On behalf of the Tenant, F.N. was provided with the opportunity to present their 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.

Preliminary and Procedural Matters

The Tenant's Application was made in the name of F.N. However, the tenancy agreement submitted into evidence, and the Landlord's Application, were made against a corporate Tenant. During the hearing, F.N. agreed the corporate Tenant is the appropriate party to be named in these proceedings. Accordingly, pursuant to section 64 of the *Act*, I amend the Tenant's Application to reflect the name of the corporate Tenant.

Issues to be Decided

1. Is the Tenant entitled to a monetary order for money owed or compensation for damage or loss?
2. Is the Tenant entitled to an order that the Landlord return all or part of the security deposit or pet damage deposit?
3. Is the Tenant entitled to an order that the Landlord comply with the *Act*, regulation, and/or a tenancy agreement?

Background and Evidence

On behalf of the Tenant, F.N. confirmed the Tenant rented the Landlord's property to house flight crew employed by the Tenant. The fixed-term tenancy was in place from May 1 – 26, 2017. Rent for this period was \$6,667.00. The Tenant paid a security deposit of \$4,000.00, which the Landlord holds.

Although there were other issues that arose during the tenancy – such as additional accommodation costs incurred because the property was not ready on arrival – F.N. confirmed the Tenant merely wished for the Landlord to return the \$4,000.00 security deposit, less \$500.00, which he acknowledged represented utility charges incurred by the Tenant's employees.

The Landlord was not represented at the hearing.

Analysis

Based on all of the above, the unchallenged evidence and testimony, and on a balance of probabilities, I find as follows.

In this case, I find the Landlord has not returned any portion of the security deposit to the Tenant. However, F.N. acknowledged the Landlord's entitlement to retain \$500.00 on account of utilities used by the Tenant's employees. I find the Tenant has demonstrated an entitlement to a monetary award of \$3,500.00.

Having been successful, I also find the Tenant is entitled to recover the \$100.00 filing fee paid to make the Tenant's Application. Pursuant to section 67 of the *Act*, I grant the Tenant a monetary order in the amount of \$3,600.00, which is comprised of \$3,500.00 for the security deposit and \$100.00 for the filing fee paid to make the Tenant's Application.

Conclusion

The Landlord's Application is dismissed, without leave to reapply.

The Tenant is granted a monetary order in the amount of \$3,600.00. 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: November 16, 2017

Residential Tenancy Branch