



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Decision Codes: FF, MNR, MND, MNSD & MNDC

Introduction

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. A monetary order in the sum of \$387.50 for the failure to sufficiently clean the rental unit
- b. An order to keep the security deposit.
- c. An order to recover the cost of the filing fee

The Application for Dispute Resolution filed by the Tenant makes the following claims:

- a. A monetary order in the sum of \$590 to recover her security deposit.
- b. An order to recover the cost of the filing fee.

A hearing was conducted by conference call in the presence of Tenant. The landlord failed to appear at the scheduled time for the hearing. The Tenant was present and ready to proceed. The telephone line remained open while the phone system was monitored for ten minutes. The landlord failed to appear. I then proceeded with the hearing in the absence of the landlord. .

The applicant failed to appear at the hearing. The applicant has the burden of proof.

On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing filed by the Tenant was sufficiently served on the landlord by mailing by registered mail to where the landlord resides on September 27, 2018. :

Issues to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to a monetary order and if so how much?
- b. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?

c. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence:

The parties entered into a tenancy agreement in writing that provided that the tenancy would start on August 1, 2016. The tenancy agreement provided that the tenant(s) would pay rent of \$1180 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$590 and a pet damage deposit of \$590 at the start of the tenancy.

The tenancy ended on August 31, 2017. The tenant provided the landlord with her forwarding address in writing by text message on that. She also provided the landlord with a letter that contained her forwarding address on September 20, 2017.

Landlord's Application - Analysis

The landlord failed to contact the telephone bridge number at the scheduled time for the hearing. The Tenant was present and ready to proceed. The telephone line remained open while the phone system was monitored for ten minutes. The Landlord failed to appear. I then proceeded with the hearing in the absence of the landlord.

The Application for Dispute Resolution filed by the Landlord seeks a monetary order in the sum \$387.50 plus the cost of the filing fee alleging that the unit was not sufficiently cleaned and a cleaner was hired. The tenant testified she has not received any evidence from the landlord. Further she properly cleaned the rental unit.. The landlord did not provide the Branch with any evidence.

The landlord failed to appear at the hearing. The landlord has the burden of proof in the application he has filed.

Rule 7.3 of the Rules of Procedure provides as follows:

7.3 Consequences of not attending the hearing

If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.

I dismissed the landlord's application without liberty to re-apply.

The Policy Guidelines provide that where an arbitrator has dismissed a landlord's claim to retain the security deposit and pet damage deposit, the arbitrator is to order the return of those monies to the Tenant.

Tenant's Application:

The tenant seeks a monetary order for the return of her security deposit (\$590) and pet damage deposit (\$590) for a total of \$1180. I dismissed the landlord's claim to keep the security deposit and/or pet damage deposit.

As a result I determined the tenant is entitled to a monetary order in the sum of \$1180 for the return of her security deposit and/or pet damage deposit.

Monetary Order and Cost of Filing fee

I ordered the landlord(s) to pay to the tenant the sum of \$1180 plus the sum of \$100 in respect of the filing fee for a total of \$1280.

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 final and binding on the parties.

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 12, 2018

Residential Tenancy Branch