



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, MNDL-S, FFL

Introduction

On May 2, 2018, the Landlord made an Application for Dispute Resolution seeking an Order of Possession for Cause pursuant to section 47 of the *Act*, seeking a Monetary Order for damages and to keep the security deposit to put towards this debt pursuant to section 67 of the *Act*, and seeking to recover the filing fee pursuant to section 72 of the *Act*.

The Landlord and Tenant attended the hearing and all in attendance provided a solemn affirmation.

The Landlord advised that he served the Notice of Hearing package to the Tenant by registered mail (the tracking number is on the first page of this decision) and the Tenant acknowledged receipt of this package. Based on this testimony, and in accordance with sections 89 and 90 of the *Act*, I am satisfied that the Tenant was served with the Landlord's Notice of Hearing package.

I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Landlord entitled to an Order of Possession?
- Is the Landlord entitled to monetary compensation for damage and to keep the security deposit to put towards the debt?

- Is the Landlord entitled to recover the filing fee?

Background and Evidence

Both parties confirmed that the tenancy started on June 30, 2017 and rent was established at an amount of \$3,400.00 per month, due on the last day of each month. A security deposit of \$1,600.00 was also paid. The Tenant moved out of the premises on May 31, 2018.

In his Application, the Landlord also requested monetary compensation for damages to the premises and to keep the security deposit to put towards those debts. The Landlord supplied a substantial amount of evidence for these claims for damages. The Tenant, as well, supplied a substantial amount of evidence to refute the Landlord's claims. The Tenant had not provided a forwarding address in writing to the Landlord.

Analysis

As the Tenant had moved out and given up vacant possession of the rental unit before the hearing, the Landlord's Application for an Order of Possession of the premises was not necessary to hear. As such, I dismiss this portion of the Landlord's Application.

As the Landlord made his Application for compensation for damage to the premises, and served the Notice of Hearing package to the Tenant before he vacated the rental unit, I find that his Application on this issue is premature. As such, I dismiss this portion of the Landlord's Application with leave to re-apply.

It was at this point that I proposed the idea of a settlement to both parties; however, after a lengthy discussion, neither party could agree to terms. I advised the Tenant if he wanted his security deposit back, he would be required to provide a forwarding address in writing to the Landlord within one year of the end of tenancy. I advised the Landlord of his obligations for handling the security deposit if he receives the Tenant's forwarding address in writing. I also advised both parties to contact the Residential Tenancy Branch if they had questions regarding their rights and responsibilities, with respect to this issue, under the *Act*.

As the Landlord was unsuccessful in his Application, I decline to award recovery of the filing fee.

Conclusion

I dismiss the Landlord's Application for an Order of Possession without leave to re-apply; however, I dismiss the Landlord's Application for damages with leave to re-apply.

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 14, 2018

Residential Tenancy Branch