



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR, MDSD & FF

Introduction

The Application for Dispute Resolution filed by the landlord seeks the following:

- a. A Monetary Order in the sum of \$1690 for non-payment of rent.
- b. An Order to retain the security deposit.
- c. An Order to recover the cost of the filing fee.

The tenant(s) failed to appear at the scheduled start of the hearing which was 1:30 p.m. on November 23, 2018. The landlord was present and ready to proceed. I left the teleconference hearing connection open and did not start the hearing until 10 minutes after the scheduled start time in order to enable the tenant to call in. The tenant(s) failed to appear. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I then proceeded with the hearing. The landlord was given a full opportunity to present affirmed testimony, to make submissions and to call witnesses.

On the basis of the solemnly affirmed evidence presented at the 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 was sufficiently served on the Tenant by mailing, by registered mail to the forwarding address provided by the Tenant. The landlord testified the tenant has acknowledged receipt of the documents. With respect to each of the applicant's claims I find as follows:

Issue(s) 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?
- c. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- d. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence:

The parties entered into a one year fixed written tenancy agreement that provided that the tenancy would start on February 1, 2014, end on January 31, 2015 and become month to month after that. The rent is \$1200 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$600 at the start of the tenancy. The rent was subsequently increased to \$1225 per month. The tenancy ended at the end of August 2017.

The Tenant failed to pay the rent for the months of July and August 2017 and the sum of \$1250 remained outstanding. The tenant has made payments reducing the amount owing to \$1390 as of the date of this hearing. .

Analysis - Monetary Order and Cost of Filing fee

I determined the tenant has failed to pay the rent for the month(s) of July and August 2017 and the sum of \$2450 was outstanding. The tenant has made payments reducing the amount to \$1390.

I granted the landlord a monetary order in the sum of \$1390 plus the sum of \$100 in respect of the filing fee for a total of \$1490.

Security Deposit

The landlord testified the parties have agreed in writing that the landlord can keep the security deposit to cover the cost of cleaning and damages. The landlord did not include agreement in the materials and thus I cannot make an order with regard to the security deposit.

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: November 23, 2018

Residential Tenancy Branch