



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR MNDCL –SD FFL

Introduction:

The landlord who had filed the Application did not attend this hearing, although I left the teleconference hearing connection open until 1:48 p.m. in order to enable the landlord to call into this teleconference hearing scheduled for 1:00 p.m. on December 4, 2018. The tenant and witness attended the hearing and gave sworn testimony. They were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the tenant and I were the only ones who had called into this teleconference.

The tenant provided evidence that the landlord served the Application for Dispute Resolution by registered mail. I find the documents were legally served pursuant to sections 88 and 89 of the Act for the purposes of this hearing. The landlord claims orders as follows:

- a) A monetary order for unpaid rent and damages; and
- b) To recover the filing fee.

Background and Evidence:

The tenant stated their tenancy commenced July 29, 2017, rent was \$1950 a month and they paid a security deposit of \$975 and a pet deposit of \$500. They were served a 10 Day Notice to End Tenancy and vacated on July 21, 2018.

The landlord claims as follows:

\$840 for repainting
\$144 for the water bill
\$378 for rent from July 16-21.

The tenants said the paint was old, they may owe for the water bill but have not seen the bill and they vacated earlier than July 21 so should not owe that much rent.

Analysis:

I find the landlord did not attend the hearing to support his claim. The tenants question its validity. I dismiss his claim as there is insufficient evidence to support it.

The tenant notes they have not received their security deposit refunded although they provided their forwarding address to the landlord about the 26th of July, 2018 and vacated on the 21st of July 2018. I advised them concerning section 38 of the Act and their right to file an Application for its refund.

Conclusion:

I dismiss the Application of the landlord without leave to reapply. I find him not entitled to recover his filing fee.

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: December 04, 2018

Residential Tenancy Branch