



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS
LTD and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MND, MNSD, FFL

Introduction

On February 13, 2019, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) seeking a monetary order for unpaid rent; a monetary order for damage; and to keep the security deposit.

The matter was set for a conference call hearing. The Landlord and two representatives for the Public Guardian and Trustee attended the teleconference hearing. The Public Guardian and Trustee of British Columbia is administering the estate of the deceased Tenant.

At the start of the hearing I introduced myself and the participants. The hearing process was explained. The evidence was reviewed and confirmed received by each party. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

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.

Issues to be Decided

- Is the Landlord entitled to a monetary order to recover unpaid rent?
- Is the Landlord entitled to a monetary order for damage?
- Is the Landlords entitled to other compensation for damage or loss?
- Can the Landlord keep the security deposit towards the claims?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

The parties agreed that the tenancy began on September 24, 2010, and was on a month to month basis. Rent in the amount of \$1,846.00 was to be paid to the Landlord by the first day of each month. The Tenants paid the Landlord a security deposit of \$812.50.

The Landlord provided a copy of the tenancy agreement.

The Landlord testified that the Tenants were found deceased in the unit on September 5, 2018.

The Public Guardian and Trustee was informed and became involved on October 24, 2018.

The parties agreed that the Public Guardian and Trustee paid the monthly rent owing under the tenancy agreement for November 2018, December 2018, and January 2018.

The Landlord testified that the Public Guardian and Trustee did not provide proper notice to end the tenancy, and the Landlord is seeking compensation of \$1,846.00 for a loss of February 2019 rent.

The Landlord is seeking compensation for the following items:

Loss of rent for February 2019	\$1,846.00
Ozone Treatment	\$3,463.73
Safety Manager	\$400.00
Chimney Service	\$45.00

The Landlord is seeking to keep the security deposit of \$812.50 in partial satisfaction of the claims.

The representative for the Public Guardian and Trustee, Mr. R.M. testified that he is not contesting any of the Landlord's claims.

Mr. R.M. submitted that the security deposit needs to include a calculation of any interest that has accrued.

Mr. R.M. pointed out that the tenancy agreement was never signed by Ms. V.A.S. and therefore the only respondent named in the Landlord's application should be Ms. V.J.S.

The Landlord acknowledged that Ms. V.A.S. is listed in the tenancy agreement and that she did not sign the tenancy agreement.

Analysis

Based on the evidence before me, the testimony of the Landlord and representatives of the Public Guardian and Trustee, and on a balance of probabilities, I make the following findings:

Security Deposit

After calculating any accrued interest on the security deposit starting October 24, 2010 until the present date, I find that there is no interest accrued. The Landlord is holding a security deposit in the amount of \$812.50.

Tenancy Agreement

I find that the Tenant Ms. V.A.S never signed the tenancy agreement. The Landlord's application is amended to remove Ms. V.A.S. as a respondent.

Since the Public Guardian and Trustee did not contest any of the Landlord's claims; I award the Landlord the following amounts:

Loss of rent for February 2019	Awarded	\$1,846.00
Ozone Treatment	Awarded	\$3,463.73
Safety Manager	Awarded	\$400.00
Chimney Service	Awarded	\$45.00
	Total	\$5,754.73

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I find that the Landlord has established a total monetary claim of \$5,854.73. After setting off the security deposit of \$812.50 towards the award of \$5,754.73, I find that the Landlord is entitled to a monetary order in the amount of \$5,042.23. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

Conclusion

The representatives from the Public Guardian and Trustee did not contest the Landlord's claims. The Landlord has established a monetary claim in the amount of \$5,854.73. I order that the Landlord can keep the security deposit in the amount of \$812.50 in partial satisfaction of the Landlord's award.

I grant the Landlord a monetary order for the balance of \$5,042.23.

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 03, 2019

Residential Tenancy Branch