



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL, MNDCL-S, MNDL – S OPC

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

- a. An Order for Possession for cause
- b. A monetary order in the sum of \$263.50 for damages
- c. An Order to retain the security deposit.
- d. 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 9:30 a.m. on June 3, 2019. 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 schedule 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 one month Notice to End Tenancy was served on the Tenant by posting on April 2, 2019. Further I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing was served on the Tenant as the tenant acknowledged that she had received the Application for Dispute Resolution and Notice of Dispute Resolution Hearing. 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 an Order for Possession?
- b. 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 written tenancy agreement that provided that the tenancy would start on March 1, 2017, continue for one year and become month to month after that. The rent was \$1400 per month payable on the first day of each month. The tenant paid a security deposit of \$700 at the start of the tenancy.

The landlord testified the tenant failed to pay the rent on time for 15 of the 16 months from January 1, 2018 to April 1, 2019. The tenant failed to pay the rent for May 2019.

The tenant(s) vacated the rental unit on May 31, 2019. .

Analysis - Order of Possession:

The landlord stated that he regained possession of the rental unit and it is not necessary that he receive an Order of Possession. As a result I declined to issue an Order of Possession.

Analysis - Monetary Order and Cost of Filing fee:

With respect to each of the landlord's claims I find as follows:

- a. I determined the landlord has established a claim against the tenant in the sum of \$40 for the cost of repairing damage to the rental unit occupied by the downstairs tenant when the tenant failed to advise the landlord there was a leaking in the plumbing to the toilet.
- b. I determined the landlord is entitled to \$150 for the cost of replacing a built in microwave damaged by the tenant. The landlord testified the replacement cost of such a micro-wave was \$500 and he underestimated its cost.
- c. I determined the landlord is entitled to \$73.50 for the cost incurred by the landlord to pay a fire inspection company when the tenant failed to make herself available to allow the fire inspection company to conduct the inspection.

I determined the landlord has established a claim against the tenant in the sum of \$263.50 plus \$100 in respect of the filing fee for a total of \$363.50.

Security Deposit:

I determined the security deposit plus interest totals the sum of \$700. I ordered the landlord may retain the sum of \$363.50 from the security deposit leaving a balance of \$336.50.

I declined to make an order for the return of the balance of the security deposit. The Residential Tenancy Act provides that a landlord must return the security deposit plus interest to the tenants within 15 days of the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing unless the parties have agreed in writing that the landlord can retain the security deposit, the landlord already has a monetary order against the tenants or the landlord files an Application for Dispute Resolution within that 15 day period. It further provides that if the landlord fails to do this the tenant is entitled to an order for double the security deposit. The tenancy ended on May 31, 2019 and the 15 day period has not passed. The landlord stated he has claims against the tenant including a claim for non payment of the rent for May 2019.

Conclusion:

I ordered that the Landlord shall retain the sum of \$363.50 from the security deposit.

This decision is final and binding on both 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: June 03, 2019

Residential Tenancy Branch