



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CASTERA PROPERTIES INC. and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRL –S; MNDCL –S; MNDL –S; FFL

Introduction

This hearing was scheduled for 1:30 p.m. on today's date, via teleconference call, to deal with the landlord's application for a Monetary Order for unpaid rent; late fees; damage to the rental unit, cleaning costs; and, authorization to retain the security deposit.

The tenant appeared at the hearing and confirmed that he and his wife, the co-tenant, were served with notification of this proceeding by registered mail. The tenant stated that he was appearing on behalf of himself and his wife.

There was no appearance on part of the landlord despite leaving the teleconference call open more than 10 minutes to give the landlord an opportunity to appear. 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 persons to have called into this teleconference.

The tenant stated that he was in agreement that they owed the landlord rent of \$545.00 and the late fee of \$25.00 that were claimed by the landlord. The tenant stated that he is agreeable to authorizing the landlord to retain the \$407.50 security deposit in partial satisfaction of the unpaid rent and providing the landlord with a Monetary Order for the balance of rent and late fee not satisfaction by the security deposit. The tenant stated that the tenants, however, were not in agreement with the other amounts claimed against them by the landlord for damage and cleaning.

Since the landlord did not appear for the hearing to present its evidence or establish an entitlement to recover the amounts claimed against the tenants for damage and cleaning, and the tenants appeared or were represented and prepared to respond to the other claims against them, I dismissed those claims against the tenants without leave.

However, considering the tenant was agreeable to the other remedies sought by the landlord, I authorize and order the following:

1. The landlord is authorized to retain the tenants' security deposit of \$407.50 in partial satisfaction of the unpaid rent.
2. The landlord is provide a Monetary Order for the balance of rent and the late fee that is owed after deducting the security deposit, in the net amount of \$162.50.

Conclusion

The landlord is authorized to retain the tenant's security deposit in partial satisfaction of the unpaid rent.

The landlord is provided a Monetary order for the balance of \$162.50 to serve and enforce upon the tenants.

The remainder of the landlord's claims against the tenants have been dismissed without leave.

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: August 20, 2019

Residential Tenancy Branch