



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDCT, FFT, MNDCL-S, FFL

Introduction

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

- a. A monetary order in the sum of \$520 for double the security deposit.
- b. An order to recover the cost of the filing fee.

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

- a. A monetary order in the sum of \$602.86
- b. 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 December 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 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/Notice of Hearing filed by the landlord was served on the tenant by mailing, by registered mail to the forwarding address provided by the tenant on August 21, 2019. I find that the Application for Dispute Resolution filed by the Tenant was sufficiently served on the landlord.

Issues to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to the return of double the security deposit/pet deposit?
- b. Whether the tenant is entitled to recover the cost of the filing fee?
- c. Whether the landlord is entitled to a monetary order and if so how much?

- d. Whether the landlord is entitled to retain the security deposit?
- e. Whether the landlord is entitled to an order to recover the cost of the filing fee?

Background and Evidence:

The parties entered into an oral tenancy agreement that provided that the tenancy would start on June 1, 2019 and continue on a month to month basis. The rent was \$520 per month payable in advance on first day of each month. The tenant(s) paid a security deposit of \$260 at the start of the tenancy.

The tenancy ended on August 1, 2019 after a dispute between the parties. The tenant gave the landlord only 3 days notice.

The landlord was able to find a new tenant who took possession on August 8, 2019.

Tenant's Application:

The tenant failed to appear at the hearing. :

Rule 7.3 of the Rules of Procedure provides as follows:

7.3 Consequences of not attending the hearing

If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.

As the Tenant failed to appear and the Landlord was present I ordered the Tenant's application dismissed without liberty to reapply.

Landlord's Application:

With respect to each of the claims brought by the landlord I find as follows:

- a. The landlord claimed the sum of \$520 for lost rent for the month for August on the basis the tenant failed to give a clear month notice. The tenant gave notice he was vacating on July 28, 2019. However, the landlord re-rented the rental unit for August 8, 2019. I determined the landlord only lost 8 days of rent for August and that this claim should be reduced to \$134.
- b. I determined the landlord is entitled to \$82 for the cost of changing the locks as the tenant failed to return the keys.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$216 plus the \$100 filing fee for a total of \$316.

Security Deposit

I determined the security deposit plus interest totals the sum of \$260. I determined the landlord is entitled to retain this sum thus reducing the claim to \$56.

Conclusion:

I dismissed the Tenant's application without leave to re-apply. I ordered that the landlord shall retain the security deposit in the sum of \$260. I further ordered that the tenant pay to the landlord the sum of \$56.

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: December 03, 2019

Residential Tenancy Branch