



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNDC, MNSD, FF*

Introduction

This hearing dealt with an application by the landlord pursuant to sections 38, 67 and 72 of the *Residential Tenancy Act*. The landlord applied for a monetary order for the cost of replacing a parking pass, for loss under the *Act* and for the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim.

The landlord sent a copy of her application and the notice of hearing to the tenant by registered mail on June 26, 2020, to the forwarding address provided by the tenant. The landlord provided a tracking number.

Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for the cost of replacing a parking pass, for loss under the *Act* and for the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The tenancy started on October 31, 2019. The monthly rent was \$825.00, payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$412.50. The tenant's rent was subsidized by BC Housing. The landlord received \$500.00 every month towards the tenant's rent and the tenant paid the balance of \$325.00.

On May 12, 2020, the tenant gave notice to end the tenancy effective June 01, 2020. The landlord accepted the notice even though it did not give the landlord a clear 30 days to find a replacement tenant.

The tenant failed to inform BC Housing that he was moving out and therefore on May 29, 2020, the subsidy of \$500.00 towards the tenant's rent for the month of June 2020 was deposited by BC Housing into the bank account of the landlord. During the move out meeting the tenant requested the landlord to return the money to him so that he could give it to his new landlord. In an email dated May 29, 2020, the landlord instructed her office staff to return the money to the tenant by e-transfer.

A few days later, BC housing clawed back \$500.00 from the landlord's bank account with an explanation that the tenant was no longer residing in the rental unit. The landlord requested the tenant to return the money he had received, and the tenant refused to do so. The landlord stated that she was short \$500.00 by the tenant's refusal to return the money that she had given him, prior to BC Housing clawing it back.

The landlord stated that despite multiple requests to the tenant for the return of the parking pass, the tenant did not return the pass. The landlord is claiming \$25.00 to replace the pass.

The tenant provided the landlord with his forwarding address in writing on June 11, 2020. The landlord made this application in a timely manner on June 25, 2020. The landlord filed copies of the correspondence between herself, BC Housing and the tenant to support her monetary claim.

The landlord is claiming the following:

1.	Replace parking pass	\$25.00
2.	Return of \$500.00 for reimbursed subsidy	\$500.00
3.	Filing fee	\$100.00
	Total	\$625.00

Analysis

Based on the undisputed testimony of the landlord and the documents filed into evidence, I find that the landlord has proven her monetary claim. Since the landlord has proven her claim, she is also entitled to the filing fee.

Overall, the landlord has established a claim of \$625.00. I order that the landlord retain the security deposit of \$412.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$212.50. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order for the amount of **\$212.50**.

The landlord may retain the security deposit of \$412.50.

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: October 15, 2020

Residential Tenancy Branch