



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNR, 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 unpaid rent and for the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The parties represented themselves.

As both parties were in attendance, I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

Issues to be decided

Has the landlord established a claim for unpaid rent? Is the landlord entitled to the recovery of the filing fee and to retain the security deposit?

Background and Evidence

The tenancy started on November 01, 2019 and ended on September 30, 2020. Prior to moving in, the tenant paid a security deposit in the amount of \$387.50. The tenant stated that he had not provided the landlord with a forwarding address and had no intention of doing so. The tenant agreed that he owed rent in the amount of \$375.00 and informed the landlord that she could retain the deposit towards unpaid rent.

The landlord has made application for a monetary order in the amount of \$475.00 which consists of \$375.00 for unpaid rent plus \$100.00 for the recovery of the filing fee. The landlord agreed to accept the deposit of \$387.50 in full and final satisfaction of all claims against the tenant.

It must be noted that towards the end of the hearing, the tenant behaved in a belligerent manner towards the landlords, was verbally abusive and used foul language. The tenant threatened to sue the landlords and exited the conference call. The tenant returned to the conference call a few minutes later and continued to use foul language until I ended the hearing.

Conclusion

Based on the testimony of both parties, the landlord may retain the security deposit of \$387.50 in full and final satisfaction of all claims against the tenant.

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 18, 2020

Residential Tenancy Branch