



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ABC Enterprises
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This is an application filed by the Landlord for a monetary order for damage to the unit, site or property, for unpaid rent, to keep all or part of the security and/or pet damage deposits and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended and have confirmed receipt of the notice of hearing package and the submitted documentary evidence, I am satisfied that both parties have been properly served.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security/pet damage deposits?

Background and Evidence

This Tenancy began on June 12, 2013 on a fixed term tenancy ending on July 31, 2013 as shown by the submitted copy of the signed tenancy agreement. The monthly rent was \$1,500.00 payable on the 12th of each month and a security deposit of \$750.00 and a pet damage deposit of \$400.00 were paid.

The Landlord states that the Tenant failed to pay rent of \$1,500.00 for July 2013. The Tenant confirmed this in his direct testimony citing issues with the tenancy.

The Landlord also seeks \$500.00 for the cost of an insurance deductible because the Vancouver Fire Department attended the residence due to a fire on the balcony] and had to force entry through the main door. The Tenant stated that he was the only occupant, but that he was away at the time in Kelowna. The Landlord states that the Fire Department and Vancouver Police Department reports state that there was a cigarette burning in the balcony planter container which caused the fire.

The Landlord also seeks recovery of \$50.00 for Mail costs incurred for this hearing.

Analysis

Section 72 of the Act addresses **Director's orders: fees and monetary order**. With the exception of the filing fee for an application for dispute resolution, the Act does not provide for the award of costs associated with litigation to either party to a dispute. Accordingly, the Landlord's claim for recovery of litigation costs are dismissed.

As for the Landlord's monetary claim, I find based upon the submitted documentary evidence and the direct testimony of the Tenant, that a claim has been established for \$1,500.00 for unpaid rent. The Tenant confirmed in his direct testimony to withholding rent.

I find based upon the documentary evidence and the direct testimony of both parties that a claim has been established for the \$500.00 for recovery of an insurance deductible. The Tenant confirmed that they were the only occupant and that he was smoking in the rental unit. The Landlord has established that the Tenant was the cause of the fire by leaving a cigarette burning on the balcony planter container as shown by the police and fire incident reports.

The Landlord has established a total monetary claim for \$2,000.00. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$1,150.00 combined security and pet damage deposits in partial satisfaction of the claim and I grant a monetary order under section 67 for the balance due of \$900.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$900.00.
The Landlord may retain the security and pet damage deposits.

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 09, 2013

Residential Tenancy Branch

