



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 was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. An Order to retain the security deposit - Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing in person on November 13, 2015 in accordance with Section 89 of the Act. The Tenant did not attend the hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy started on December 1, 2010 and ended on December 15, 2013. Rent of \$750.00 was initially payable and as of March 1, 2013 the rent was increased to \$775.00. At the outset of the tenancy the Landlord collected \$375.00 as a security deposit and \$100.00 as a pet deposit. The Tenant was required to leave a full tank of propane at the end of the tenancy and Landlord also collected \$300.00 as a deposit against the cost of a full tank of propane at the end of the tenancy.

The Landlord states that the Tenant owed arrears and failed to pay rent to the end of the tenancy. The Landlord claims \$1,447.50 for rent owed to December 15, 2013.

The Landlord states that the Tenant failed to leave a full tank of propane at the end of the tenancy and that the Landlord incurred costs of \$282.57. The Landlord claims this amount.

Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Given the terms of the tenancy agreement on rent and propane and based on the Landlord's undisputed evidence I find that the Landlord has substantiated that the Tenant failed to pay rent of \$1,447.50 and failed to leave the propane tank full. I find therefore that the Landlord has substantiated its claim to **\$1,447.50** for unpaid rent and **\$282.57** for the cost to fill the propane tank.

Section 20 of the Act provides that a landlord may not require or accept more than one security deposit. The Act defines "security deposit" as money paid, or value or a right given, by or on behalf of a tenant to a landlord that is to be held as security for any liability or obligation of the tenant respecting the residential property, but does not include, inter alia, post-dated cheques for rent or a pet damage deposit. As the Landlord collected the maximum security deposit I find that the Landlord could not collect any more of a deposit for the Tenant's liability for propane costs. However, as the tenancy has ended and as the Tenant owes the Landlord more than all of the deposits together, I decline to order its return. I strongly caution the Landlord against acting contrary to the security deposit provisions of the Act in the future.

The Landlord's total entitlement is **\$1,730.07**. As the Landlord's claims had merit I find that the Landlord is entitled to recovery of the **\$50.00** filing fee for a total of **\$1,780.07**. Deducting the security monies of **\$775.00** plus zero interest leaves **\$1,005.07** owed by the Tenant to the Landlord.

Conclusion

I Order the Landlord to retain the deposits plus interest in the amount of \$775.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the remaining amount of **\$1,005.07**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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: June 02, 2016

Residential Tenancy Branch