



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ff, mnd, mndc, mnr, mnsd, opr

Introduction

The landlord has applied for dispute resolution of a dispute in the tenancy at the above noted address, and requests an Order of Possession, a Monetary Order; and an order to retain the security deposit and pet damage deposit.

The landlord was represented at the hearing. The tenant did not attend. The conference call line was open at the scheduled hearing time, and remained open and was monitored for over ten minutes, but the tenant failed to join the conference call hearing during this period. The landlord confirmed that the tenant had been served with the landlord's application by registered mail, and had signed for the package. I find the tenant was properly served pursuant to section 88 of the Residential Tenancy Act, and the landlord's materials are deemed to have been received pursuant to section 90.

The landlord confirmed at the hearing that the tenant had vacated the premises march 4, 2017. No Order of Possession is now needed, and that portion of the landlord's claim is dismissed.

Issues to Be Decided

- Is there rent money due and payable by the tenant?
- If so, is the landlord entitled to retain the security deposit or pet damage deposit in partial satisfaction of the amount owing?

Background and Evidence

This tenancy began on September 1, 2016. Rent was due on the 1st day of each month in the amount of \$1,700.00, but in January 2017 the rent was reduced to \$1,500.00 as a good will gesture by the landlord. A security deposit of \$850.00 and a pet damage deposit of \$250.00 were paid. Only \$100.00 was paid towards February's rent, and as a result of the tenant not leaving until March 4, with clean up and repair required by the landlord, the premises have not yet been re-rented, and the landlord will lose all rental income for March.

Analysis

The tenant clearly owes \$1,400.00 for January's rent. I also find the tenant liable for the landlord's loss of rent for March of \$1,500.00, given the date the premises were

vacated, and given the premises were not left in a proper cleaned up condition. The landlord is therefore entitled to recover the sum of \$2,900.00 from the tenant, as well as recover her \$100.00 filing fee from the tenant.

Given that the tenant did not participate in an end of tenancy inspection, I order that the landlord may retain the tenant's security deposit and pet damage deposit in partial satisfaction of this sum.

Conclusion

The landlord is entitled to an award of \$3,000.00 representing the February and march rent and the recovery of the filing fee.

The deposits total \$1,100.00. I order, pursuant to section 38(1)(d) and 38(2) that the full amount of the deposits be retained, in partial satisfaction of the monetary award noted above. I further order that the remaining balance of the award due to the landlord, equalling \$1,900.00, be paid immediately by the tenant to the landlord.

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: March 22, 2017

Residential Tenancy Branch