



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## Decision

Dispute Codes: MNSD MND MNR FF

## Introduction

This hearing dealt with an application by the tenants for double recovery of the security deposit and an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

During the hearing, one of the two tenants attempted to call in to the teleconference hearing. The tenant stated that he was calling from his cell phone in the Montreal airport, and he had attempted to call on a payphone but it would not work. The tenant stated several times that he could not hear me, and then he disconnected from the hearing and did not call back in. A hearing is a formal legal process and the parties must take reasonable steps to ensure they will be in attendance at the hearing. Audit notes on the tenant's file indicate that just prior to the hearing time an information officer had spoken to the tenant and confirmed that he had both telephone numbers and the correct passcode to call in to the hearing. I find that the tenant did not take reasonable steps to ensure he would be in attendance at the hearing, and therefore the tenant's application is dismissed.

## Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

## Background and Evidence

The tenancy began on June 1, 2008 as a 6 month fixed term tenancy, with monthly rent in the amount of \$1900 is payable in advance on the first day of each month. On May 20, 2008, the landlord collected a security deposit from the tenants in the amount of

\$950. On June 22, 2008, immediately after the landlord completed several renovations, the landlord and tenants completed a move-in inspection report which indicated that all items in the rental unit were in fair to good or brand new condition.

The tenants failed to pay rent in the month of September 2008 and the landlord obtained an order of possession effective September 30, 2008. The tenants refused to move out until the RCMP enforced a court order on October 4, 2008. After the tenants vacated, the landlord inspected the rental unit and discovered extensive damages and filth. The landlord was unable to re-rent the unit for October 2008 because he had to address the damages.

The landlord has claimed against the tenants as follows:

- \$1900 for lost revenue for October 2008
- \$317.06 for unpaid utilities
- \$14.05 for Terasen Gas
- \$462 for labour and materials to repair a hole in the wall of one bedroom and a crack on the living room wall that extended from the bottom of a window frame down into the basement below the living room
- \$222.79 for primer and paint supplies to paint the entire rental unit
- \$156.45 for carpet cleaning
- \$70 for garbage removal
- \$300 for a minimum of 10 hours of cleaning by two people
- \$1000 for carpet replacement

The landlord provided receipts and photographs as evidence to support his claims.

### Analysis

I find that the landlord is entitled to the full amount claimed of \$4442.35. The landlord is also entitled to recovery of the \$50 filing fee.

Conclusion

I order that the landlord retain the deposit and interest of \$958.80 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$3533.55. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated February 5, 2009.