



# **Dispute Resolution Services**

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

## **DECISION**

**Dispute Codes:** MNSD, MNR,MNDC and FF

### **Introduction**

This application was brought by the landlords seeking a Monetary Order for unpaid rent, damages to the rental unit and recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off against the balance owed.

### **Issue(s) to be Decided**

This matter requires a decision on whether the landlords have proven damages and unpaid rent, that the tenant was responsible for the damages and that the amount claimed is the actual or appropriate cost of recompense.

### **Evidence**

This tenancy ran from May 1, 2008 to November 27, 2009 when the tenant moved out pursuant to a 10-day Notice to End Tenancy for unpaid rent served November 12, 2008. Rent was \$1,000 per month and the landlords hold a security deposit of \$500 paid on April 15, 2008.

During the hearing, landlord gave evidence that the notice to end had been served when the tenant's rent cheques for both October and November 2008 had been returned NSF and payment was never made.

The landlord submitted copies of both returned cheques into evidence.

The landlord claims \$150 for cleaning.

The landlord also claims \$350 in damages to the rental unit, primarily carpet burns due to smoking. The claim also included \$15 for lock replacement as the tenant had not returned the keys.

### **Claims and Analysis**

**Unpaid rent - \$2,000.** I find that the landlord is entitled to an order for the unpaid rent and this part of the claim is allowed in full.

**General cleaning - \$150.** This part of the claim is allowed in full.

**Damage to carpets - \$335.** As the landlord has not replaced or repaired the carpets, this part of the claim is dismissed.

**Rekeying of locks - \$15.** As the tenant left without returning the keys, this part of the claim is allowed in full.

**Filing Fee - \$50.** As this application has succeeded in large, I find that the landlords should recover the filing fee for this proceeding from the tenant.

Therefore, I find that the tenant owes the landlords an amount, including filing fee and authorization to retain the security deposit, calculated as follows:

October rent	\$1,000.00
November rent	1,000.00
General cleaning	150.00
Re-key locks	15.00
Filing fee	<u>50.00</u>
Sub total	\$2,215.00
Less retained security deposits	- 500.00
Less interest (April 15, 2008 to date)	- 5.35
<b>TOTAL</b>	<b>\$1,709.65</b>

Thus, the landlords are authorized to retain the security deposit and interest in set off and, in addition, the landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, in the amount of \$1,709.65, for service on the tenant.

March 23, 2009.

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Dispute Resolution Officer