

DECISION

Dispute Codes FF, MND, MNR, MNSD

Introduction

First of all I want to state that I have removed **DM**. as the respondent in this matter and her name will not appear on any order issued, as she did not sign the tenancy agreement and therefore is not considered a tenant. Therefore I have proceeded with just **PW** as the respondent.

A substantial amount of documentary evidence and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The respondent was served with notice of the hearing by registered mail that was mailed on November 6, 2009, but did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

Issues(s) to be Decided

This is a request for a monetary order for \$2053.45 and a request to retain the full security deposit of \$700.00 towards this claim.

Background and Evidence

The applicant testified that:

- The tenant vacated the rental unit at the end of September and without paying September 2009 rent.
- The tenant left the rental unit in need of cleaning, and carpet cleaning, and failed to return the keys or entry key fob.
- A rental cheque supplied by the tenant also went NSF.

The applicant is therefore requesting an order as follows:

September 2009 rent	\$1400.00
Carpet cleaning	\$69.95
Replacement key fob	\$75.00
NSF cheque fee	\$25.00
Filing fee	\$50.00
Total	\$2113.45

The applicant request that they be allowed to retain the full security deposit towards this claim and that a monetary order be issued for the difference.

Analysis

It is my decision that the applicant has established the full amount claimed. The tenant failed to pay September 2009 rent, and left the rental unit in need of cleaning. The tenant also failed to return the keys and the key fob and therefore the landlord was justified in replacing the locks and key fob, and there is a clause in the tenancy agreement requiring the tenant to pay a \$25.00 fee for NSF cheques.

The amount claimed on the application for dispute resolution is \$2053.45, and although that is \$60.00 less than the amount above, I am unable to go over the amount claimed on the dispute resolution application.

Conclusion

I allow the landlords full claim of \$2053.45. I therefore order that the landlord(s) may retain the full security deposit:

\$700.00

I further Order that the respondent pay to the applicants the following amount:

\$1353.45

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 04, 2010.

Dispute Resolution Officer