

## **DECISION**

**Dispute Codes:** MND, MNSD and FF

### **Introduction**

This application was brought by the landlord seeking a Monetary Order for damage to the rental unit, recovery of the filing fee for this proceeding and authorization to retain the security and pet damage deposits in set off against the balance owed.

Despite having been served with the Notice of Hearing by registered mail sent on November 17, 2009 and again in person in mid December 2009, the tenants did not call in to the number provided to enable their participation in the telephone conference call hearing. Therefore, it proceeded in their absence.

### **Issues to be Decided**

This application requires a decision on whether the landlord is entitled to the monetary compensation claimed and authorization to retain the tenant's security and pet damage deposits in set off.

## **Background and Evidence**

This tenancy began on February 1, 2, 2009 under a fixed term rental agreement set to end on February 28, 2010. However, the tenancy ended prematurely on October 31, 2009 at the request of the landlord due to an urgent need to treat mold in the rental unit with the tenants receiving one month's rent in compensation.

Rent was \$700 per month due on or before the first day of the month and the landlord held security and pet damage deposits of \$350 and \$100 respectively. During the hearing, the landlord stated that he had returned \$65 of the tenants' security deposit, having retained \$35 with the tenants' consent due to damage caused by the pet.

In the present application, the landlord claims \$399, supported by a written estimate, for repairs and painting to a bedroom wall. The landlord stated that there was a large hole of approximately two feet by four feet in one wall of the room and smaller holes on two others requiring drywall repair and repainting of the whole room.

In total, including the damage and recovery of the filing fee, the landlord would be owed \$449; however, the landlord stated that he seeks only authorization to retain the \$350 security deposit in set off against the balance owed.

In the absence of any evidence to the contrary, I find that the landlord is entitled to retain the security deposit as requested and note that no interest was accumulated in the material period.

**Conclusion**

I hereby authorize and order that the landlord may retain the security deposit of \$350 as requested in set off against the claimed damage to the rental unit.

March 19, 2010