

## **DECISION**

Dispute Codes            MNSD, FF, MNR, MND, O

### Introduction

A substantial amount of documentary evidence, photo 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 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 to retain the full \$700.00 security deposit for lost rental revenue and damages. The applicants had also requested an order for the respondent bear the \$50.00 cost of the filing fee however at the hearing applicants abandoned that portion of the claim.

### Background and Evidence

The applicants testified that:

- They had agreed to allow the tenants to vacate the rental unit without giving the full required one month Notice to End Tenancy; however they still required the tenants to give notice before vacating.
- On January 28, 2010 the tenants inform them that a cheque was being sent for February 2010 rent and made no mention of the fact they were vacating.
- On January 30, 2010 they were informed by their other tenants that it appeared that the respondents were vacating the rental unit.
- On January 31, 2010 they attended at the rental unit and found the unit empty.
- The tenants left substantial damage to the rental unit which included duct tape on numerous walls and doorframes, huge scratches on the floor, drywall damage, and

chickenwire attached by staples right through the vinyl decking and the siding of the house.

- The cost to repair the damages to the deck alone far exceeds the amount of security deposit held. One estimate is \$1218.00 and another estimate of \$1350.00.

The applicants are therefore requesting that they be allowed to keep the full security deposit of \$700.00.

### Analysis

It is my decision that the applicants have shown that the respondents left damage to this rental unit that far exceeds the amount of security deposit plus interest held. The damage to the deck alone exceeds the amount of the security deposit held and there is still substantial damage to the interior of the house.

Therefore I allow the full amount claimed by the landlords.

### Conclusion

### **ORDER**

I hereby ordered that the applicants may retain the respondent/tenants full security deposit of \$700.00.

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: May 13, 2010.

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Dispute Resolution Officer