

Decision

Dispute Codes: MND, MNDC, MNSD, FF

Introduction

This hearing dealt with two applications: i) by the landlord for a monetary order as compensation for damage to the unit, site or property / compensation for damage or loss under the Act, regulation or tenancy agreement / retention of the security & pet damage deposits / and recovery of the filing fee; ii) by the tenants for return of the security & pet damage deposits / and recovery of the filing fee. The landlord participated in the hearing and gave affirmed testimony.

Despite being served by way of registered mail with the landlord's application for dispute resolution and notice of hearing, and despite scheduling of the hearing in response to applications from both parties, the tenants did not appear.

Issues to be decided

- Whether either party is entitled to any of the above under the Act, regulation or tenancy agreement

Background and Evidence

Pursuant to a written tenancy agreement, the fixed term of tenancy was from September 1, 2009 to July 1, 2010. Rent in the amount of \$1,200.00 was payable in advance on the first day of each month. A security deposit of \$600.00 and a pet damage deposit of \$200.00 were collected on September 1, 2009. A move-in condition inspection and report were completed on September 1, 2009.

By letter dated February 25, 2010, the tenants gave notice of their intent to end the tenancy effective April 30, 2010, or two months before the end of the fixed term. Subsequently, the landlord found new tenants effective May 1, 2010.

Despite efforts made between the parties to schedule a mutually convenient time to complete a move-out condition inspection and report, the tenants did not participate. The move-out condition inspection and report were completed by the landlord on May 1, 2010.

Analysis

The full text of the Act, regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca/

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the landlord has established entitlement to a claim of \$800.00, the details of which are set out below.

\$150.00: broken mirror frame (*estimate* of \$300.00 claimed)

\$50.00: pet urine stain damage to wool rug (*estimate* of \$100.00 claimed)

\$125.00: cleaning of pet urine stains on couch (*estimate* of \$150.00 claimed)

\$50.00: damage to framed wall art

\$320.00: general cleaning required throughout the unit

\$40.00: cleaning required for mildew in bathroom

\$15.00: replacement of keys

\$50.00: filing fee

Total: \$800.00

I order that the landlord retain the security & pet damage deposits combined of \$800.00 (\$600.00 & \$200.00).

The landlord's claim for \$220.00 in expenses for moving furniture out of the unit at the conclusion of this tenancy is hereby dismissed, as the preference of new renters for an unfurnished unit is unrelated to the tenancy which is the subject of this dispute.

The tenants' claim is hereby dismissed in its entirety.

Conclusion

Following from all of the above, I hereby order the landlord to retain the tenants' combined security & pet damage deposits in the full amount of **\$800.00**.

DATE: September 14, 2010

Dispute Resolution Officer