



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issues(s) to be Decided

This decision deals with two applications for dispute resolution, one brought by the tenant and one brought by the landlords. Both files were heard together.

The tenant's application is request for the return of the \$500.00 security deposit.

The landlord's application is a request for a monetary order of \$1202.50, and a request to retain the full security deposit of \$500.00 towards the claim.

Background and Evidence

Tenant's application

No hearing was held on the tenant's application, because even though I waited until well past the time at which the hearing was to start, the tenants did not join the conference call that was set up for the hearing.

Landlord's application



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The landlord testified that:

- He was already awarded \$1000.00 in outstanding rent in a previous dispute resolution hearing; however to date the tenants of failed to pay any of that money.
- The tenants also left the rental unit in need of carpet cleaning, general cleaning, and left belongings behind which had to be removed.

The landlord is therefore requesting an order as follows:

Previous award for rent	\$1000.00
2 1/2 hours of general cleaning	\$50.00
Junk removal	\$25.00
Filing fee	\$50.00
Total	\$1202.50

The landlord further requests that he be allowed to keep the full security deposit of \$500.00 towards this claim.

Analysis

The landlord already has an order for the \$1000.00 in unpaid rent and therefore I cannot issue another order for that amount.

The landlord also requested that he be allowed to keep the full \$500.00 security deposit towards the \$1000.00 previous order; however he already has the right to do so as section 72(2)(b) of the Residential Tenancy Act states:

72(2) If the director orders a party to a dispute resolution proceeding to pay any amount to the other, including an amount under subsection (1), the amount may be deducted

(b) in the case of payment from a tenant to a landlord, from any security deposit or pet damage deposit due to the tenant.



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Therefore there is no need for me to issued an order for the landlord to keep the security towards the previous order.

It is my finding however that the landlord has shown that the tenants left the rental unit in need of cleaning, carpet cleaning and garbage removal and I therefore allow the remainder of the applicants claim, including the filing fee.

Conclusion

Tenant's application

The tenant's application is dismissed in full without leave to reapply.

The filing fee for this application had been previously waived, however since the tenants did not appear for the hearing I order that the tenants repay the \$50.00 filing fee to the Director of the Residential Tenancy Branch.

Landlord's application

I have allowed \$202.50 of the landlord's application and have issued an order for the tenants to pay that amount to the landlord. I declined jurisdiction over the remainder of the landlords claim, because the landlord already has an order from the previous dispute resolution hearing for the remainder.

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: October 04, 2010.

Dispute Resolution Officer