



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNR, MND, MNSD, MNDC, FF

Introduction

This conference call hearing was convened in response to the landlords' application for a Monetary Order for unpaid rent or utilities, for damage to the unit, for money owed or compensation for damage or loss under the Act, regulation, or tenancy agreement, and to keep the security deposit; and to recover the filing fee associated with this application.

The landlords participated in the hearing and provided affirmed testimony. Landlord L.J. testified that she served the Notice of a Dispute Resolution Hearing to the tenants by way of registered mail sent November 18th, 2010, for which Canada Post confirmed successful delivery on November 19th, 2010. The tenants did not participate and the hearing proceeded in the tenants' absence.

Issue(s) to be Decided

Are the landlords entitled to a Monetary Order, and if so for what amount?

Are the landlords entitled to keep all or part of the security deposit?

Are the landlords entitled to recover the filing fee?

Background and Evidence

The rental unit consists of the upper level of a two storey single detached home.

Pursuant to a written agreement, the month to month tenancy started on November 1st, 2007. The monthly rent of \$975.00 was payable on the first of each month. The tenant paid a security deposit in the amount of \$487.50.

L.J. testified that the tenants moved out of the unit on October 29th, 2010, after the landlord filed for a Writ of Possession through the Supreme Court of British Columbia. In their documentary evidence, the landlords attached a disc containing 106 photographs showing that the suite had been damaged and in all appearances abandoned; there was food in the fridge, a significant amount of personal belongings and garbage strewn throughout the rooms, and damages to the walls, flooring and appliances.

The landlords submitted receipts for repairs as evidence, and provided an updated monetary claim as follows:

- Loss of 1 months' rent: \$ 975.00
- Repairs & cleaning: \$ 558.88
- Unpaid utilities: \$ 109.39
- Filing fee: \$ 50.00
- Total: \$1693.27

Analysis

I accept the landlord L.J.'s undisputed testimony that she served the tenants with the Notice of Dispute Resolution in a proper manner pursuant to the *Residential Tenancy Act*. I find that the tenants knew, or ought to have had knowledge of the date scheduled for this hearing.

Section 37 of the *Residential Tenancy Act* provides in part that upon vacating a rental unit, the tenants must leave the unit reasonably clean and undamaged, except for reasonable wear and tear.

Based on the available evidence, I accept that the tenants did not clean the unit, left damages that were beyond reasonable wear and tear, and as such were in violation of the Tenancy Act. Accordingly, I find that the landlords are entitled to a monetary order as claimed.

Conclusion

The landlord established a claim of \$1693.27. I authorize the landlords to keep the tenants' \$487.50 security deposit for a balance of \$1205.77. Since they were successful, the landlords are entitled to recover the \$50.00 filing fee. Pursuant to Section 67 of the Act, I grant the landlords a monetary order totalling \$1255.77.

This Order may be registered in the Small Claims Court and enforced as an order of that Court.

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 16, 2011.

Residential Tenancy Branch