Dispute Resolution Services

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This conference call hearing was convened in response to two applications for dispute resolution as follows:

By the landlord: as a an application for a Monetary Order for money owed or compensation for damage or loss under the Act, Regulation or tenancy agreement, and to keep all or part of the security and pet damage deposits; and to recover the filing fee associated with his application.

By the tenants: as a cross application for a Monetary Order for the return of double the amount of the security or pet damage deposits; and to recover the filing fee.

The landlord participated in the hearing and provided affirmed testimony. He testified that he served the Notice of a Dispute Resolution Hearing to the tenants by way of registered mail on March 4th, 2011. The tenants did not call in to the conference call and did not participate; accordingly their application is dismissed without leave to reapply and the hearing proceeded in their absence.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order, and if so for what amount?
Is the landlord entitled to keep all or part of the security deposit?
Is the landlord entitled to recover the filing fee?

Background and Evidence

The rental unit consists of a two bedroom apartment in a multi unit complex. Pursuant to a written agreement, the fixed term tenancy started on July 1st, 2010 and ending on December 31st, 2010 however the tenants moved out on October 31st, 2010. The monthly rent was $800.00, payable on the first of each month. The tenant paid a security deposit of $400.00 and a pet damage deposit of $200.00 for the combined sum of $600.00. Condition inspection reports were completed at the start and the end of the tenancy.

The landlord testified that during the move-out inspection, he noted that the tenants had not cleaned the unit. He stated that he also observed that the walls were damaged; he reported several dents and scuffs caused by furniture. The landlord said that the tenants had two cats, and pointed to a clause of the tenancy agreement wherein tenants with pets were obliged to spray the unit at their expense upon moving out.

The landlord provided receipts and submitted a claim as follows:

- Repair and touch up paint for the walls: $200.00
- Cleaning: $ 75.00
- Pest spraying: $200.00
- Total: $475.00

The landlord testified that he already refunded $125.00 towards the balance of the tenants' security and pet damage deposits of $600.00.

Analysis

I accept the landlord's undisputed evidence concerning the monetary claim for damages, pest control and cleaning of the unit. The landlord retained the portion of the claim against the tenants' deposits and filed for dispute resolution within the allowed timeframe.

I find the landlord complied with the Act and is entitled to keep the tenants' security and pet damage deposits to compensate for the work and repairs as claimed.

Conclusion

The tenant's application is dismissed and I authorize the landlord to keep the tenants' security and pet damage deposits.

Since he was successful, the landlord is entitled to recover the filing fee. Pursuant to Section 67 of the Act, I grant the landlord a monetary order for $50.00.

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: March 15, 2011.

Residential Tenancy Branch