



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      MND, MNSD, MNDC, FF

### Introduction

This hearing dealt with an application by the landlord for an order to retain the security deposit. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on or about November 30, 2010, the tenants did not participate in the conference call hearing.

### Issue to be Decided

Should the landlord be permitted to retain the security deposit?

### Background and Evidence

The landlord's undisputed testimony is as follows. The tenancy began on November 1, 2009 at which time a \$1,350.00 security deposit was paid, and ended on or about November 15, 2010.

The landlord testified that when the tenants left the unit, they turned off the heat and left windows open, which caused pipes to freeze. The landlord had to tear apart a wall to access the pipes and paid a plumber \$463.81 to repair the pipes. The landlord seeks to recover the plumber's bill as well as \$300.00 for the time spent to deconstruct and reconstruct the wall and \$235.00 for paint and labour to repaint the wall.

The landlord stated that the tenants failed to clean the unit and that he and his wife spent considerable time removing items which had been left behind and cleaning. The landlord seeks to recover \$240.00 for cleaning and a further \$100.00 for the cost of cleaning carpets.

The landlord further seeks to recover the \$50.00 filing fee paid to bring his application.

Analysis

I accept the landlord's undisputed testimony. I find that the tenants left the windows open which caused pipes to freeze and that the tenants did not clean the rental unit or the carpets. I find that the landlord is entitled to recover all the costs described above. The landlord testified that he was willing to accept the \$1,350.00 security deposit in full satisfaction of his claim, although his claim totalled 1,388.81. I order the landlord to retain the security deposit in full satisfaction of his claim.

Conclusion

The landlord may retain the security deposit.

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: April 04, 2011

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Residential Tenancy Branch