

Dispute Codes FF, MND, MNSD

Introduction

This hearing dealt with an application by the landlord seeking an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee. The landlord participated in the conference call hearing but the tenant(s) did not. The landlord presented evidence that the tenants were served with the application for dispute resolution and notice of hearing by registered mail on April 19, 2011. I found that the tenants had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence.

Issues to be Decided

Is the landlord entitled to retain the security deposit?

Background and Evidence

The tenancy began on or about August 1, 2010 and ended on April 1, 2011. Rent in the amount of \$850.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$425.00. A move in condition inspection report was conducted when the tenants moved in. A move out condition inspection was done with the tenants present however the landlord testified that the tenants refused to sign. The landlord provided evidence that the costs of repairs and cleaning of the unit was \$1398.50, however the landlord was content to apply for the retention of the security deposit and recovery of the filing fee.

Analysis

I accept the landlord's undisputed testimony. The landlord provided oral and documentary evidence to support his claim.

As for the monetary order, I find that the landlord has established a claim for \$425.00 in repairs and cleaning. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$425.00 deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$50.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order for \$50.00. 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: August 08, 2011.

Residential Tenancy Branch