



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC

Introduction

This hearing dealt with an application for the landlords for a monetary order and an order permitting them to retain the security deposit to satisfy the claim. Despite having been served with the application for dispute resolution both by registered mail on September 15 and in person on November 22, the tenant did not participate in the conference call hearing.

Issue to be Decided

Should the landlords be permitted to retain the security deposit?

Background and Evidence

The landlords' undisputed evidence is as follows. The tenancy began on June 1, 2011 and ended on September 1, 2011. At the outset of the tenancy the tenant paid a \$300.00 security deposit.

The tenant left the rental unit without cleaning. The landlords provided photographs showing garbage and belongings strewn throughout the unit and soiled surfaces, walls, fixtures and appliances. They testified that the garbage disposal was not functioning, having been filled with food, bits of metal and broken glass. The tenant left food in the refrigerator and uncleaned dishes in the sink. The landlords found dishes they had loaned to the tenant in garbage bags, not having been washed. The landlords spent 14 hours cleaning the rental unit.

The tenant did not return the keys to the unit, resulting in the landlords having to change the locks at a cost of \$50.00. The tenant also removed a lock on a window which had to be reinstalled. A number of other minor repairs were also required.

Analysis

I accept the landlords' undisputed evidence and I find that given the amount of cleaning that was required, the cost of changing locks and the time and expense of repairs and changing locks, the landlords are entitled to compensation. I find that \$300.00 will adequately compensate the landlords and I award them this sum. I order the landlords to retain the security deposit in full satisfaction of their claim.

Conclusion

The landlords 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: December 01, 2011

Residential Tenancy Branch