



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNSD, FF

### Introduction

This was the hearing of an application by the landlords for a monetary order and an order to retain the security deposit. The hearing was conducted by conference call. The named landlord attended the hearing. The tenant did not call in and did not participate although he was served with the application and Notice of Hearing by registered mail sent on March 5, 2012 to the forwarding address that he provided to the landlords. The postal records submitted by the landlords showed that the tenant failed to pick up the registered mail. Failure to pick up registered mail is not a valid reason for failure to attend a hearing. Section 90 of the *Residential Tenancy Act* provides that the tenant is deemed to have received the application and Notice of Hearing on the fifth day after it was sent to the tenant.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order and if so in what amount?  
Is the landlord entitled to retain the security deposit?

### Background and Evidence

The rental unit is a basement suite in the landlord's house in Delta. The tenancy began September 1, 2011. Monthly rent is \$950.00, payable on the first of each month. The tenant is responsible for payment of 30% of the utilities. There is no written tenancy agreement.

The landlord testified that it was agreed at the commencement of the tenancy that the tenant would perform some renovations, the tenant would provide his labour for free and he would be compensated for his out of pocket expenditures by way of rent reductions. The landlord testified that her husband also contribute labour to the renovation and the tenant was fully compensated for the work before the tenancy ended.

On February 22, 2012 the tenant gave written notice that he intended to move out of the rental unit by March 31<sup>st</sup>. In fact the tenant moved out by March 1, 2012. He did not pay rent for March. The landlords have claimed payment of \$950.00 for March rent, \$122.90 for the tenant's share of utilities for February and \$30.00 for necessary cleaning at the end of the tenancy. The landlords submitted photographs that showed the rental unit was in need of cleaning at the end of the tenancy. The landlord testified that the tenant paid a \$500.00 security deposit at the commencement of the tenancy, but \$25.00 of that deposit was credited towards rent during the tenancy, leaving \$475.00 to remain as the security deposit.

Analysis and conclusion

I accept the landlord's uncontradicted testimony and I award the landlords the claimed amounts totalling \$1,102.90. The landlords are entitled to recover the \$50.00 filing fee for this application for a total award of \$1,152.90. I order that the landlords retain the \$475.00 security deposit in partial satisfaction of this award and I grant the landlords a monetary order under section 67 for the balance of \$677.90. 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: May 04, 2012.

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Residential Tenancy Branch