



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order authorizing him to retain the security deposit and a cross-application by the tenants for a monetary order. The landlord appeared at the conference call hearing but the tenants did not. The landlord testified that he served the tenants with a copy of his application for dispute resolution and notice of hearing via registered mail sent on June 20, 2012. I was satisfied that the tenants had been served in accordance with the requirements of the Act and the hearing proceeded in their absence.

As the tenants did not appear at the hearing to advance their claim, the claim is dismissed without leave to reapply.

Although the landlord initially claimed almost \$5,000.00, at the hearing he advised that he wished to withdraw his claim for a monetary order and instead be authorized to retain the security deposit in full satisfaction of his claim.

Issue to be Decided

Is the landlord entitled to retain the security deposit?

Background and Evidence

The landlord's undisputed testimony is as follows. The tenancy began on November 15, 2011 and ended on May 31, 2012. At the outset of the tenancy, the tenants paid a security deposit of \$400.00.

The landlord presented evidence showing that he incurred out-of-pocket expenses totalling \$1,492.61 for repairing damage and performing cleaning.

Analysis

I accept the landlord's undisputed testimony and I find that the landlord has incurred expenses far exceeding the amount of the security deposit. I order that the landlord

retain the security deposit in full and final satisfaction of his claim. I note that the tenants have lost their right to claim against the security deposit in any event as they refused to participate in a condition inspection of the unit at the end of the tenancy.

Conclusion

The landlord will retain the security deposit.

The tenants' claim is dismissed. As the tenants were granted a fee waiver for both this application and file 789249, which was an earlier hearing addressing issues arising from this tenancy, and have not participated in either hearing, I order the tenants to repay the \$50.00 filing fees for each of these files. Pursuant to section 59(5) of the Act, future applications for dispute resolution will not be accepted until these fees are paid in full.

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 15, 2012

Residential Tenancy Branch