



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, MNDC, FF

### Introduction

This hearing was scheduled to deal with a landlord's application for an Order of Possession for unpaid rent and a Monetary Order for unpaid rent, cleaning and damages; and, authorization to retain the security deposit. The tenants did not appear at the hearing. The landlord testified that the hearing documents were sent to each of the tenants at the rental unit on October 19 or 20, 2012 and that the registered mail was returned as unclaimed. The landlord verbally provided two registered mail tracking numbers as proof of service. The landlord confirmed that the tenants were residing at the rental unit when the registered mail was sent but that the rental unit was found abandoned October 29, 2012. I was satisfied the landlord sufficiently served the tenants with notification of this proceeding and I continued to hear from the landlord without the tenants present.

As the landlord has since regained possession of the rental unit an Order of Possession is no longer required and I do not provide one with this decision.

The landlord requested the application be amended to request authorization to retain the security deposit only in satisfaction of the landlord's claims against the tenants for rent, cleaning, and damage. As this request is actually a reduction of the amount claimed I granted the landlord's request for amendment.

### Issue(s) to be Decided

Is the landlord authorized to retain the security deposit?

### Background and Evidence

The tenancy commenced September 1, 2012 and the tenants paid a \$500.00 security deposit. The monthly rent was set at \$1,000.00 per month. The tenants did not pay rent for October 2012. The landlord served a 10 Day Notice to End Tenancy for Unpaid Rent to one of the tenants, in person, on October 10, 2012. The landlord found the

rental unit abandoned at the end of October 2012. The unit was left unclean and damaged.

### Analysis

Based upon the undisputed evidence provided to me I am satisfied the tenants owe the landlord at least \$500.00 for unpaid rent, damage and cleaning. Therefore, I authorize the landlord to retain the tenants' \$500.00 security deposit in satisfaction of the landlord's claims against the tenants.

### Conclusion

The landlord is authorized to retain the tenants' security deposit in satisfaction of unpaid rent, cleaning and damage.

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: November 20, 2012.

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Residential Tenancy Branch