



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, OPC, MND, MNR, MNSD, MNDC, FF

### Introduction

This is an application for an Order of Possession and a request for a Monetary Order for \$2607.36 and recovery of the \$50.00 filing fee. The applicant is also requesting an order to keep the full security deposit of \$425.00.

The applicant testified that the respondent(s) were served with notice of the hearing by registered mail that was mailed September 16, 2013; however the respondent(s) did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent(s) have been properly served with notice of the hearing.

All testimony was taken under affirmation.

### Issue(s) to be Decided

One of the issues had been a request for an Order of Possession, however the tenants have vacated the rental unit and the landlord now has possession, and therefore that is no longer an issue.

The remaining issue therefore, is whether or not the landlord has established a monetary claim for \$2607.36, and a claim to keep the full security deposit.

### Background and Evidence

The applicant testified that:

- This tenancy began on November 4, 2012 with the monthly rent of \$850.00, and a security deposit of \$425.00 was collected on that date.
- The tenants failed to pay the July 2013 rent, and were evicted with a 10 day Notice to End Tenancy, eventually vacating the unit on August 3, 2013.
- The tenants left the rental unit with extensive damage, and extremely dirty.
- There were several windows broken in the rental unit, there were broken doors, broken blinds, a broken fan and over 100 pellet gun holes in the wall.
- As a result they had extensive repair costs and it took an extensive amount of their time to do the repairs and cleaning.

He is therefore requesting a Monetary Order as follows:

July 2013 rent outstanding	\$850.00
Rent for three days in August 2013	\$84.00
Gas utility Bill outstanding	\$26.19
Electrical utility Bill outstanding	\$48.00
Water utility Bill outstanding	\$14.00
Late payment fee for July 2013	\$50.00
Material costs for repairs	\$1115.17
Cleaning supplies	\$45.00
40 hours labor for cleaning and repairs	\$800.00
Filing fee	\$50.00
Total	\$3082.36

He further requests an Order allowing him to keep the full security deposit of \$425.00 towards the claim, and request a Monetary Order be issued for the difference.

### Analysis

I have reviewed the evidence supplied by the landlord, and it's my finding that the landlord has shown that the tenants failed to pay the July 2013 rent, or any rent for the three days they were in the rental unit in the month of August 2013. I therefore allow the landlords claim for that outstanding rent.

It is also my finding that the landlord has shown that the tenant has outstanding utility bills as claimed and I therefore allow that portion the claim.

I will allow \$25.00 of the landlords claim for a late payment fee, as that is the maximum allowed under the Residential Tenancy Regulations.

It is also my finding that the landlord has shown that this rental unit was left in need of significant cleaning and repairs and the evidence presented by the landlord supports his claim for the cost of materials and labor, and therefore I also allow the full amount claimed for damages and cleaning.

I also order recovery of the \$50.00 filing fee.

### Conclusion

I have allowed \$3057.36 of the landlords claim, and I therefore order that the landlord may retain the full security deposit of \$425.00, and I've issued a Monetary Order in the amount of \$2632.36.

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: October 23, 2013

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Residential Tenancy Branch

