



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF, O

Introduction

This hearing dealt with a landlord's application for a Monetary Order for damage or loss under the Act, regulations or tenancy agreement; 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 tenant via registered mail on August 9, 2013 to the forwarding address provided by one of the co-tenants, in writing. The landlord orally provided two registered mail tracking numbers as proof of service and testified the hearing documents were successfully delivered. I was satisfied the landlord served the tenants in a manner that complies with the Act and I continued to hear from the landlord without the tenants present.

Issue(s) to be Decided

1. Is the landlord entitled to monetary compensation from the tenants?
2. Is the landlord authorized to retain the security deposit?

Background and Evidence

The tenancy commenced April 1, 2013 and the landlord collected a security deposit of \$400.00. The tenancy was set to end on June 30, 2013 pursuant to a 1 Month Notice to End Tenancy for Cause; however, in June 2013 the tenants requested more time to vacate and the parties agreed the tenancy would end July 31, 2013.

On June 29, 2013 the keys to the rental unit were returned to the landlord; however, the tenants did not clean or remove all of their belongings or garbage. Also on June 29, 2013 one of the tenants signed a document acknowledging the rental unit was not cleaned and unwanted possessions were not removed; and, authorizing the landlord to retain the security deposit.

In filing this Application for Dispute Resolution the landlord sought compensation of \$800.00, the equivalent of rent for July 2013. However, during the hearing the landlord indicated that they would accept the security deposit in satisfaction of the landlord's losses.

Analysis

At the end of every tenancy a tenant is required to leave the rental unit vacant and reasonably clean. This means removing all of their possessions and garbage from the rental unit.

Based upon the undisputed testimony before me and the document signed by the tenant on June 29, 2013 I am satisfied the tenants violated the Act with respect to leaving the rental unit reasonably clean and void of their unwanted possessions which caused the landlord to incur losses in an amount equivalent to or greater than the security deposit.

In light of the above, I grant the landlord's request to retain the security deposit in full satisfaction of the landlord's losses.

Conclusion

The landlord is authorized to 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: November 07, 2013

Residential Tenancy Branch

