



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, OPC, MNR, MNSD, MNDC, FF, CNC, CNR

Introduction

This was a hearing with respect to applications by the landlords and by the tenants. The landlords applied for an order for possession, a monetary order and an order to retain the security deposit. The tenants applied to cancel a Notice to End Tenancy for cause and a Notice to End Tenancy for unpaid rent. The landlords called in and participated in the hearing. The tenants did not attend, although they were served with the landlords' application and Notice of Hearing and although this was also the hearing of the tenants' application. The landlords advised me at the hearing that the tenants moved out of the rental unit at the end of January and the landlords therefore no longer require an order for possession. In the absence of an appearance by the tenants their application is dismissed without leave to reapply, as is the landlords' application for an order for possession.

Issue(s) to be Decided

Are the landlords entitled to a monetary order and if so, in what amount?

Are the landlords entitled to retain the security deposit?

Background and Evidence

The rental unit is a suite in the landlords' house in Surrey. The tenancy began in April 2013. The monthly rent was \$2,000.00 payable on the first of each month. The tenants paid a \$1,000.00 security deposit at the start of the tenancy. The landlords served the tenants with two Notices to End Tenancy. One was for repeated late payment of rent; the other was a 10 day Notice to End Tenancy for unpaid rent given when the tenants failed to pay rent for January. The tenants moved out of the rental unit at the end of January. The landlords testified that the tenants abandoned furniture, mattresses and other debris in the rental unit and left the rental unit in a filthy condition. The landlords submitted photographs showing the condition of the unit at the end of the tenancy and

the quantity of goods and refuse that had to be disposed of. The landlords submitted a receipt in the amount of \$640.50 paid for the removal of furniture, mattresses and garbage from the rental unit. The landlords testified that they paid the stated amount to a junk removal company to haul away the items named and shown in the photographs. The landlords testified that they also paid the sum of \$563.33 for 14.5 hours of cleaning to the rental unit that was necessary because of the condition at the end of the tenancy. The landlords said they have incurred more expenses since the application was filed that are not included in this claim.

Analysis

I accept the landlords' testimony that rent was unpaid for January and that the landlords incurred the amounts claimed for refuse removal and cleaning. I award the landlords the sum of \$2,000.00 for January rent, \$640.50 for junk removal and \$563.33 for cleaning costs. The landlords included a receipt for the cost of photographs submitted. The costs incurred to supply evidence are not recoverable and I do not allow any amount for the cost of obtaining photographic evidence. The landlords have leave to apply for a further monetary claim for costs not included in this application.

Conclusion

The total award to the landlords is the sum of \$3,203.83. The landlords are entitled to recover the \$50.00 filing fee paid for their application, for a total award of \$3,253.83. I order that the landlords retain the \$1,000.00 security deposit that they hold, in partial satisfaction of this award and I grant the landlords an order under section 67 for the balance of \$2,253.83. 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: February 19, 2014

Residential Tenancy Branch

