



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with an application by the landlords for a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

S.M., the landlord who appeared at the hearing to represent both landlords, gave evidence that the tenant was served with the application for dispute resolution and notice of hearing on December 16, 2013 via registered mail sent to her forwarding address. The letter was returned unclaimed. The tenant cannot avoid service by failing to retrieve registered mail. I found that the tenant had been adequately served with notice of the claim against her and the hearing proceeded in her absence.

At the hearing, S.M. advised that she wished to abandon that part of the claim which exceeded the amount of the security and pet deposits she holds.

### Issue to be Decided

Are the landlords entitled to a monetary order as claimed?

### Background and Evidence

The landlords' undisputed evidence is as follows. The tenancy began on or about May 1, 2013. Rent was set at \$950.00 per month and the landlords collected a \$475.00 security deposit and a \$100.00 pet deposit.

The tenant was supposed to vacate the rental unit on July 31, 2013, but did not vacate until August 3. The landlords seek to recover hydro costs of \$33.30 at a rate of \$3.33 per day as the tenant closed her hydro account on July 25. They further seek occupational rent at a rate of \$30.65 per day.

S.M. testified that the tenant's dog caused damage to the carpet in the unit and that the tenant also damaged a bi-fold door. The landlords spent \$145.60 for a new carpet, \$64.36 for a new door and \$250.00 for labour to install these in the rental unit. The tenant also damaged a window blind which the landlords replaced and caused some damage to the floor which the landlord was able to cover using a fill stick at a total cost of \$30.07. The landlords seek to recover these costs from the tenant as well as the \$50.00 filing fee paid to bring their application.

### Analysis

I accept the landlords' undisputed evidence and I find that the tenant overhauled the unit until August 3 and cut off hydro on July 25. I find that the landlords are entitled to recover 3 days of occupational rent and 10 days of hydro payments.

I find that the tenant caused damage to the rental unit which goes beyond what may be characterized as reasonable wear and tear and I find that the landlords are entitled to recover the costs of replacing the carpet, door, blinds, the cost of labour and the cost of repairing damage to the floor. I also find that the landlords are entitled to recover the \$50.00 filing fee paid to bring their application.

The landlords have established a total entitlement of \$665.28. I order the landlords to retain the \$475.00 security deposit and the \$100.00 pet deposit. As the landlords have waived any award above the \$575.00 total of the deposits, the retention of the deposits will fully satisfy their award.

### Conclusion

The landlords will retain the security and pet deposits.

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: April 02, 2014

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Residential Tenancy Branch

