



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

The landlord has applied for dispute resolution of a dispute in the tenancy at the above noted address, and requests an Order of Possession, a Monetary Order; and an order to retain the security deposit.

The tenants did not attend the hearing. I accept that the tenants were personally served with the Application for Dispute resolution hearing package.

Issues to Be Decided

- Is the Notice to End Tenancy (the “Notice”) served upon the tenants effective to end this tenancy, and entitle the landlord to an Order of Possession?
- Is there rent money due and payable by the tenants?
- If so, is the landlord entitled to retain the deposit in partial satisfaction of the amount owing?

Background and Evidence

This tenancy began on May 3, 2014. Rent was due on the 1st day of each month in the amount of \$1,400.00. A security deposit of \$700.00 and pet damage deposit of \$200.00 was paid. The landlord served the tenants with a One Month Notice to End Tenancy, on May 31, 2014, effective to end the tenancy June 30, 2014. The tenants did not apply to dispute the notice. The tenants applied their security deposit and pet damage deposit towards June’s rent, but remained in possession until July 5, 2014. The carpets were left in a soiled condition and the landlord had the carpets cleaned at a cost of \$200.00. As a result of the late departure of the tenants and the dirty carpets, the landlords were not able to attract replacement tenants for July and have lost July’s rental income.

Analysis

As the landlords have already recovered possession of the premises, no Order of Possession is now required, and that portion of the claim is dismissed.

The landlords have received only \$900.00 (from the deposits) of June’s rent, and the tenants are liable for the outstanding \$500.00. The tenants are also liable for the landlord’s loss of rental income for July of \$1,400, as well as the \$200.00 for the carpet cleaning costs. The landlord’s may also recover their \$50.00 filing fee from the tenants. The total sum due and payable by the tenants to the landlords is \$2,150.00.

As the security deposits have been applied to June's rent, no further order of retention is required as the tenants have no further claim for recovery of the deposits.

Conclusion

The tenants must pay \$2,150.00 to the landlords. The full amount of the deposits may be retained by the landlords.

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: August 27, 2014

Residential Tenancy Branch