



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNR, MNSD, MND

Introduction

This hearing dealt with an application by the Landlords pursuant to the *Residential Tenancy Act* for a monetary order for a telephone bill, cost to replace a crystal vase and to repair a teak buffet. The landlords also made application to retain the security deposit in full settlement of the claim.

The landlords testified that they served the tenant with the notice of hearing and evidence package by registered mail on May 13, 2014, to the forwarding address provided by the tenant. The landlords provided a tracking number. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlords attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Are the landlords entitled to retain the security deposit in full satisfaction of their monetary claim?

Background and Evidence

The landlords testified that the tenancy started in October 2013 and ended on March 31, 2014. The monthly rent was \$750.00.00 payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$200.00.

The landlords testified that the rental unit consisted of a portion of the landlords' home and was fully furnished. The landlords were away for the six months that the tenant occupied a portion of the house. The rent included utilities but not any long distance telephone calls.

The landlords stated that on March 31, 2014, they returned to the house to find the tenant had already moved out. A telephone bill indicated long distance charges of \$49.20. The landlords stated that a teak buffet was damaged and the estimate to repair is \$100.00. The landlords also reported that a crystal vase which was a wedding gift was broken by the tenant and the cost to replace it is approximately \$100.00. The landlords filed photographs and telephone bills to support their testimony.

The landlords stated that even though the total cost of the telephone bill, the cost to replace the vase and repair the teak buffet, is in excess of the security deposit of \$200.00, they would be happy to retain the deposit in full and final settlement of all claims against the tenant.

Analysis

Based on the undisputed testimony and documentary evidence of the landlord, I accept the landlord's testimony in respect of the claim.

The landlord agreed to accept the deposit in full settlement of her claim. Accordingly, I order the landlord to retain the security deposit of \$200.00 in full and final settlement of all claims against the tenant.

Conclusion

The landlord may retain the security deposit of \$200.00.

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: September 04, 2014

Residential Tenancy Branch

