



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF, MNR, MND

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The tenants have also filed an application seeking the return of double the security deposit. The landlords participated in the teleconference hearing, the tenants did not. Both parties were notified of the rescheduled hearing date by the Branch. The Notice of Hearing letter reflected today's date and time and the pass code required to participate in the hearing. Based on the above, I proceeded in the absence of the tenants. The landlords gave affirmed evidence.

Issue to be Decided

Is either party entitled to any of the above under the Act, regulation or tenancy agreement?

Background, Evidence and Analysis

The landlord's testimony is as follows. The tenancy began on March 17, 2013 and ended on April 17, 2014. The tenancy was to be for a fixed term that was scheduled to end on June 17, 2014. The tenants were obligated to pay \$1600.00 per month in rent in advance and at the outset of the tenancy the tenants paid an \$800.000 security deposit.

I address the landlord's claims and my findings around each as follows.

First Claim – The landlord is seeking loss of revenue of \$400.00. The landlord stated that on March 27, 2013 the tenants gave notice that they would be moving out on April 17, 2014. The landlord stated that although the tenants moved out without providing proper notice, he was able to re-rent the unit for April 25, 2014 and incurred a loss of \$400.00. Based on the undisputed testimony of the landlords and the documentary evidence provided, I find that they are entitled to \$400.00.

Second Claim – The landlord is seeking \$1250.00 for grouting the bathtubs and remediation of mould on the walls. The landlord provided receipts reflecting the work conducted after move out. The landlord did not provide a condition inspection report from move in or move out. Although the landlord provided pictures at the end of tenancy he did not have any from the beginning of

the tenancy. It was explained in great detail to the landlord the vital and useful nature of the inspection report. Without the condition inspection report or any other supporting documentation such as receipts or photos I am unable to ascertain the changes from the start of tenancy to the end of tenancy, if any. The landlord has not provided sufficient evidence to support this portion of his claim and I therefore dismiss this portion of their application.

Third Claim – The landlord is seeking \$400.00 for cleaning the unit and balcony. The landlord stated that the tenant left the unit dirty and in a condition that was not rentable. The landlord provided photos, receipts and witness testimony to support this portion of his application. A tenant is required to leave the unit clean and in a condition that is rentable when vacating. Based on the above I find that the landlord is entitled to \$400.00.

I address the tenant's claims and my findings around each as follows.

The tenants were seeking the return of double the security deposit. The tenants chose not to participate in today's conference. The tenants have submitted some evidence however it was not specific to their claim nor was it helpful. Based on the insufficient evidence before me I dismiss the tenant's application in its entirety.

As the landlord has not been completely successful in their application I decline to make a finding in regard to the filling fee and the landlord must bear that cost.

The landlord has established a claim for \$800.00. I order that the landlord retain the \$800.00 security deposit in satisfaction of the claim.

Conclusion

The landlord is to retain the security deposit in full satisfaction of their claim.

The tenants' application is dismissed in its entirety.

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: October 09, 2014

Residential Tenancy Branch

