



Dispute Resolution Services

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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 permitting retention of the security deposit in partial satisfaction of the claim. Although served with the Application for Dispute Resolution and Notice of Hearing sent by registered mail to an address provided by the tenant and deemed received on August 12, 2014, the tenant did not appear.

Issue(s) to be Decided

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

Background and Evidence

This one year fixed term tenancy commenced March 1, 2014. The monthly rent of \$1000.00 was due on the first day of the month. The tenant paid a security deposit of \$500.00 and a pet damage deposit of \$500.00. A move-in inspection was conducted and a move-in condition inspection report was completed.

The rental unit is a suite in a home that is also occupied by the landlords. The house is only three or four years old.

The tenant was unable to pay the rent as it became due and by a letter dated July 4, 2014, he advised the landlords that he intended to move out of the unit by August 1, 2014. The landlords were able to find another tenant as of August 1.

The tenant actually moved out of the rental unit on July 28. The landlords were not able to contact him in order to arrange for a move-out inspection.

The tenant only paid \$800.00 towards the June rent and was not able to pay anything for the July rent. He verbally asked the landlords to apply the security deposit and pet damage deposit to the July rent.

When the landlords took possession of the rental unit they found that it had not been cleaned. They paid someone \$100.00 to clean the unit, including cleaning the carpets.

They also found a number of smaller repairs were required such as repairing dog damage to the patio supports, replacing missing flooring pieces, fixing a broken drawer, repairing a damaged door and gate, and so on. The landlords filed photographs of each item of damage claimed and provided an explanation of each item. The landlords obtained a written quote from a contractor for all the repairs in the amount of \$518.92, which includes all materials and labour. The repair work is in progress and is expected to be completed soon.

Analysis

I find that the landlords have established a total monetary claim of \$1856.92 comprised of arrears of rent for June and July in the amount of \$1200.00; cleaning in the amount of \$100.00; repairs in the amount of \$518.92, and the \$50.00 fee paid by the landlords for this application. I order that the landlords retain the security deposit of \$500.00 and the pet damage deposit of \$500.00 in partial satisfaction of the claim and I grant the landlords an order under section 67 for the balance due of \$868.92.

Conclusion

A monetary order in the amount of \$868.92 has been in favour of the landlords. If necessary, this order may be filed 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: November 04, 2014

Residential Tenancy Branch

