



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MNDC, FF

### Introduction

This hearing dealt with an application by the landlord to retain the security deposit in satisfaction of the claim. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on July 9, 2014, the tenants did not participate in the conference call hearing. The landlord gave affirmed evidence.

### Issue to be Decided

Is the landlord entitled to retain the security deposit as claimed?

### Background and Evidence

The landlord's testimony is as follows. The tenancy began on May 1, 2013 and ended on April 1, 2014. The tenants were obligated to pay \$1000.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$500.00 security deposit. The landlord stated that he wished to retain the deposit to cover the damages that he alleges the tenant caused. The landlord stated the tenant damaged some fireplace bricks, damaged walls in the laundry room and garage, and stained the carpet throughout the suite. The landlord stated the unit was given to the tenant in excellent condition. The landlord stated that amount of damage far exceeds the security deposit but is content with that amount.

### Analysis

The landlord stated that he made numerous attempts to resolve the matter with the tenant but to no avail. The landlord stated the tenant cut off communication the moment the landlord brought up the damages. Based on the above and in the absence of any disputing evidence from the tenant, I find that the landlord is entitled to retain the \$500.00 security deposit. The landlord is also entitled to the recovery of the \$50.00 filing fee.

As for the monetary order, I find that the landlord has established a claim for \$550.00. I order that the landlord retain the \$500.00 security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$50.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

The landlord is granted a monetary order of \$50.00. The landlord is entitled to retain the security deposit.

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: December 04, 2014

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Residential Tenancy Branch

