



# 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 landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

The landlord participated in the teleconference hearing, but the tenants did not call into the hearing. The landlord submitted evidence that she served the tenants with the application for dispute resolution and notice of hearing by registered mail sent on November 17, 2014 to the forwarding address provided by the tenants. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the tenants were deemed served with notice of the hearing on November 22, 2014, and I proceeded with the hearing in the absence of the tenants.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on May 15, 2012. The tenants were required to pay 60 percent of the utilities. At the outset of the tenancy, the landlord collected a security deposit from the tenants in the amount of \$450.

The tenancy ended on November 1, 2014. The landlord stated that the tenants left the suite filthy and they did not remove all of their possessions, including heavy items such as mattresses and a TV. The landlord claimed \$446.25 for cleaning and hauling, and submitted the invoice for this amount.

The landlord stated that the tenants failed to pay their portion of the hydro bills for September and October 2014, and the landlord has claimed \$260 for the unpaid utilities. The landlord submitted copies of utilities bills for those months, as well as a written statement from the occupant in the other suite, who confirmed that he received \$260 from the landlord to pay these outstanding amounts.

The landlord stated that the tenants damaged the shower door in the rental unit. The landlord stated that due to the damage the entire shower unit would have to be replaced. The landlord stated that the unit was brand-new one and a half years ago. Based on the purchase and installation costs for the previous unit, the landlord has claimed \$800 as the estimated amount for replacing the shower unit.

### Analysis

Based on the landlord's documentary and testimonial evidence, as set out above, I find that she is entitled to her monetary claim in its entirety.

As the landlord's application was successful, she is also entitled to recovery of the \$50 filing fee for the cost of this application.

### Conclusion

The landlord is entitled to \$1556.25. I order that the landlord retain the security deposit of \$450 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1106.25. 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: December 24, 2014

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Residential Tenancy Branch

