



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding KEY MARKETING  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** *MND, MNDC, MNSD, FF*

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for the cost of repairs and cleaning and for the recovery of the filing fee. The landlord also applied to retain the security and pet deposits in partial satisfaction of the claim.

The landlord testified that he served the tenant with the notice of hearing on July 14, 2014, by registered mail, to the address provided by the tenant. The landlord filed a copy of the tracking slip. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the landlord entitled to a monetary order for the cost of repairs and cleaning and for the recovery of the filing fee? Is the landlord entitled to retain the security and pet deposits?

### **Background and Evidence**

The landlord testified that the tenancy started on March 01, 2013 and ended on June 30, 2014. The monthly rent was \$975.00 payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$487.50 and a pet deposit of \$487.50.

The landlord testified that move in and move out inspections were conducted and reports of these inspections were filed into evidence. The move out inspection was conducted on June 30, 2014 and the tenant signed in acknowledgement of having caused some damage to the laminate flooring and the hallway walls. The tenant also agreed that the bedroom carpet needed a thorough cleaning and removal of stains.

The landlord filed photographs of the damage and estimates of the cost of repair, to support his monetary claim of \$2,250.00. During the hearing the landlord agreed to accept the security and pet deposits in full and final settlement of his claims against the tenant.

### **Analysis**

Based on the sworn testimony of the landlord and in the absence of evidence to the contrary, I find that the tenant caused damage to the rental unit and left the carpet in a dirty and stained condition. The landlord provided sufficient evidence to support a major portion of his claim of \$2,250.00.

During the hearing the landlord agreed to accept the security and pet deposits in full and final settlement of all claims against the tenant. Since I find that the landlord is entitled to most of his claim and since the landlord's total claim is in excess of the amount of both deposits, I allow the landlord to retain both deposits in full and final settlement of all claims against the tenant, with regard to this dispute rental unit.

### **Conclusion**

I order the landlord to retain the security deposit of \$487.50 plus the pet deposit of \$487.50 in full and final settlement of all claims against the tenant.

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

