



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MND, MNSD

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. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on September 5, 2014, the tenants did not participate in the conference call hearing. The landlord has satisfied me that the tenants had been served in accordance with Sections 89 and 90 of the Act. The landlord gave affirmed evidence.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence and Analysis

The landlord's undisputed testimony is as follows. The tenancy began on April 15, 2011 and ended on August 15, 2014. The tenants were obligated to pay \$1450.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$725.00 security deposit and a \$725.00 pet deposit. Condition inspection reports were conducted at move in and move out. The landlord originally filed seeking to only retain the deposits, but then later filed on an amendment seeking a monetary order in the amount of \$5017.60. As of today's hearing the landlord advised that he is only seeking the retention of the security deposits and the recovery of the filing fee.

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

First Claim - The landlord stated that due to the tenants neglect, recklessness and misuse he incurred costs of \$577.87 for lawn cutting and repairs, \$175.00 for carpet repair and \$247.80 for carpet cleaning. The landlord provided receipts, photos and the condition inspection report to support this portion of his claim. Based on the above and

in the absence of any disputing evidence from the tenant I find that the landlord is entitled to \$1000.67.

Second Claim – The landlord stated that he is seeking the remaining balance from the deposits (\$449.33) as compensation for the damage done to the laminate flooring in the home. The landlord stated that the flooring was new when the tenants moved in and that he has received several quotes that the cost to replace the flooring is from \$5000.00 - \$6000.00. The landlord stated that due to the tenants' actions and neglect the floor has a reduced value. The landlord provided photos, quotes and the condition inspection report to support his claim. The landlord stated that he is not in a position at this time to replace the flooring and seeks to be compensated only for the reduction in value. Based on the above and in the absence of any disputing evidence from the tenant I find that the landlord is entitled to \$449.33 as compensation for the reduced value of the flooring.

The landlord is also entitled to the recovery of the \$50.00 filing fee.

Conclusion

The landlord has established a claim for \$1500.00. I order that the landlord retain the security and pet deposits 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 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: March 02, 2015

Residential Tenancy Branch

