



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 was a hearing with respect to an application by the landlords for a monetary award and for an order to retain the security deposit. The hearing was conducted by conference call. The named landlord called in and participated in the hearing. The tenants did not attend although served with the application and Notice of Hearing by registered mail sent on May 14, 2015.

Issue(s) to be Decided

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

Are the landlords entitled to retain the security deposit?

Background and Evidence

The rental unit is a house in Nanaimo. The tenancy proceeded by a series of fixed term tenancy agreements, beginning in 2013. The latest tenancy agreement was signed on March 1, 2015 for a monthly tenancy. The monthly rent was \$875.00. The agreements recorded that tenants paid a security deposit of \$437.00. The tenants were in arrears when the tenancy renewal agreement was signed on March 1st, 2015.

The landlord served the tenants with a 10 day Notice to End Tenancy for unpaid rent on April 1st, 2015. The tenants moved out of the rental unit on April 16th. The tenants failed to pay rent in the amount of \$3,165.00, which included the rent due for April.

The landlord submitted photographs of the rental unit. The landlord testified that the tenants caused extensive damage to the house. They left belongings and garbage strewn throughout the house. The landlord said it was in “disgusting” shape.

In addition to unpaid rent, the landlord claimed \$408.00 for garbage removal, \$800.00 for drywall repairs and \$2,000.00 to re-paint the rental unit.

Analysis

Based on the photographic evidence supplied, the landlord's testimony and the documentary evidence supplied I am satisfied that the landlord is entitled to a monetary award for unpaid rent in the amount of \$3,165.00. I accept as well that the landlord is entitled to a monetary award in the amounts claimed for garbage removal and drywall repairs. I find that the amount claimed for painting should be reduced to reflect the fact that some re-painting would have been required as an ordinary incident due to normal wear and tear. I reduce the amount claimed for painting to the sum of \$1,000.00. This amount is intended the additional paint work required due to the need for dry wall repairs.

Conclusion

The total award to the landlord is the sum of \$5,373.00. the landlord is entitled to recover the \$100.00 filing fee for this application for a total award of \$5,473.00. I order that the landlord retain the security deposit of \$437.00 noted to have been paid, in partial satisfaction of this award and I grant the landlord an order under section 67 for the balance of \$5,036.00. This order may be registered 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 03, 2015

Residential Tenancy Branch

