



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding FirstService Residential BC Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MND, MNDC, MNSD, FF

Introduction

This was a hearing with respect to the landlord's application for a monetary award and an order to retain the security deposit. The hearing was conducted by conference call. The landlord's representative called in and participated in the hearing. The tenants did not attend although they were served with the application and Notice of Hearing by registered mail sent on January 18, 2016.

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?
Is the landlord entitled to retain the security deposit in satisfaction of the monetary award?

Background and Evidence

The rental unit is a strata title apartment in Burnaby. The tenancy began on May 1, 2014 for a one year term and thereafter on a month to month basis. The tenants paid a security deposit of \$925.00 at the start of the tenancy.

The tenants moved out of the rental unit at the end of December, 2015. The tenant did not give proper notice to end the tenancy. The landlord claimed compensation in the amount of a half months rent for the period from January 1, 2016 to January 15, 2016 and claimed for suite cleaning in the amount of \$75.00, carpet cleaning of \$75.00 and other costs including strata fines and chargebacks and the cost to dispose of a recliner chair abandoned at the rental property. The total amount outstanding was the sum of \$1,551.17.

In the application for dispute resolution the landlord limited its claim to the amount of the security deposit. The landlord requested a monetary order in the amount of \$925.00 and permission to retain the security deposit in satisfaction of the claim.

Analysis

I accept the landlord's evidence and the testimony of the landlord's representative that the landlord's valid claims exceed the amount of the security deposit that it holds.

The landlord has limited its claim for a monetary award to the sum of \$925.00. I allow the landlord's claim in the amount of \$925.00 and I order that the landlord retain the security deposit of \$925.00 in full and final satisfaction of the claim for a monetary award.

Conclusion

The landlord's claim has been allowed and the landlord will retain the security deposit in satisfaction of that claim.

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: September 08, 2016

Residential Tenancy Branch