



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, 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 called in and participated in the hearing. The tenant did not attend, although she was personally served with the application and Notice of Hearing on January 26, 2016.

### 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 all or part of the tenant's security deposit?

### Background and Evidence

The rental unit is a basement suite in the landlords' house in Langley. The tenancy began on May 1, 2015. The monthly rent was \$950.00, payable on the first of each month. The tenant paid a \$475.00 security deposit at the start of the tenancy.

The tenant failed to pay the full rent for December 2015; she paid only \$150.00, leaving an outstanding balance of \$800.00. The tenant did not pay rent for January. The landlord served the tenant with a 10 day Notice to End Tenancy for unpaid rent dated January 2, 2016. The tenant moved out of the rental unit on January 14, 2016. The landlord did not re-rent the unit for any part of January. The landlord conducted a condition inspection report with the tenant. The landlord testified that the tenant did not clean the carpets and she made numerous pinholes in a wall of the rental unit that exceeded normal wear and tear. The tenant also left behind nine bags of garbage that the landlords were able to eventually dispose of. The landlords claimed the following amounts:

• Unpaid rent for December:	\$800.00
• Unpaid rent for January:	\$950.00
• Cost of carpet cleaning; rental machine:	\$77.17
• Repair of wall damage caused by tenant:	\$25.00
Total:	\$1,852.17

At the hearing the landlord did not seek payment of an amount for garbage disposal.

### Analysis

I accept the landlord's testimony and the documents submitted, including photographs as establishing that the landlord is entitled to the amounts claimed for unpaid rent and for cleaning and repairs. I allow the landlords' claim in the amount of \$1,852.17. The landlords are entitled to recover the \$100.00 filing fee paid for their application for a total award of \$1,952.17. I order that the landlords retain the \$475.00 security deposit in partial satisfaction of the award and I grant the landlords an order under section 67 for the balance of \$1,477.17. This order may be registered in the Small Claims Court and enforced as an order of that court

### Conclusion

The landlords' claim has been allowed in the amount stated.

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