



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND MNSD FF

### Introduction

This hearing dealt with applications by the landlord and the tenants. The landlord applied for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The tenants applied for recovery of the security deposit. Both parties claimed recovery of their respective filing fees.

The landlord participated in the teleconference hearing, but the tenants did not call into the hearing. The landlord submitted evidence that they served the tenants with the application for dispute resolution and notice of hearing by registered mail sent on July 23, 2016. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the tenants were deemed served with notice of the hearing on July 28, 2016, and I proceeded with the hearing in the absence of the tenants.

The landlord provided evidence that they served the tenants with further evidence by registered mail sent October 23, 2016. I found that the tenants were deemed served with the landlord's evidence on October 28, 2016.

### Preliminary Issues

The tenants did not call into the teleconference hearing. Therefore, as the tenants did not attend the hearing and the landlord appeared and was ready to proceed as respondent to the tenants' application, I dismiss the tenants' claim without leave to reapply.

During the hearing the landlord withdrew their claim for recovery of their filing fee.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on March 15, 2012. At the beginning of the tenancy, the tenants paid the landlord a security deposit of \$800.00 and a pet deposit of \$800.00. The landlord and the tenants carried out a move-in inspection and completed the condition inspection report.

The tenancy ended on July 1, 2016. The landlord stated that upon move-out the rental unit was not fully cleaned and there was a severe odour of cat urine. The landlord provided invoices and receipts to show that the costs for cleaning, addressing the cat urine odour and for changing the locks exceeded \$1,600.00. The landlord has only claimed \$1,600.00, the amount of the security and pet damage deposits.

Analysis

I find that the landlord has established their claim for \$1,600.00. I accept the landlord's evidence that the tenant left the rental unit in poor condition at the end of the tenancy, and the landlord incurred costs of more than \$1,600.00 to return the rental unit to a reasonable condition.

Conclusion

The tenants' application is dismissed.

The landlord's claim is successful.

I order that the landlord retain the security and pet deposits totalling \$1,600.00 in full satisfaction of their monetary award.

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: January 30, 2017

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Residential Tenancy Branch