



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MNR, MND, MNSD & MNDC

### Introduction

The Application for Dispute Resolution filed by the Tenants makes the following claims:

- a. A monetary order in the sum of \$980 for the return the security deposit and compensation for the equivalent of one month rent.
- b. An order for the return of the security deposit.
- c. An order to recover the cost of the filing fee.

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. A monetary order in the sum of \$662.28 for unpaid rent and damages
- b. An order to keep the security deposit.

A hearing was conducted by conference call in the presence of the landlord and in the absence of the Tenants. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the Application for Dispute Resolution/Notice of Hearing filed by the landlord was served on the Tenants by mailing, by registered mail to the address for service provided by the Tenants on May 29, 2017. The tenants failed to attend the hearing and failed to provide evidence of service of their application on the landlord.

### Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenants are entitled to a monetary order and if so how much?
- b. Whether the tenants are entitled to an order for the return of the security deposit?
- c. Whether the tenants are entitled to recover the cost of the filing fee?
- d. Whether the landlord is entitled to a monetary order and if so how much?
- e. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?

### Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on September 1, 2015. The rent was \$980 per month payable in advance on the first day of each month. The tenants paid a security deposit of \$490 at the start of the tenancy.

The tenancy ended on December 8, 2016 after the landlord served a 2 month Notice to End Tenancy on the Tenants. The tenants did not pay rent for December 2016. The landlord reimbursed the tenants the rest of the rent for December in satisfaction of their claim for the equivalent of one month notice (as a result of being served a 2 month Notice to End Tenancy). The male tenant signed a Condition Inspection Report saying the landlord could keep the security deposit.

### Tenants' Application:

I dismissed the Tenants' application for the return of the security deposit and a monetary order in the sum of \$980 without leave to re-apply as the tenants failed to attend the hearing and failed to present sufficient evidence to prove this claim. Further, the male tenant signed the Condition Inspection Report authorizing the landlord to keep the security deposit.

### Landlord's Application - Analysis

With respect to each of the landlord's claims I find as follows:

- a. I determined the landlord is entitled to \$405 for the cost of repairing damage and cleaning the rental unit after the Tenants vacated. I determined the landlord is only entitled her proven costs to repair and clean the rental unit and not the entire the security deposit where the security deposit exceeded those costs as to rule otherwise would give a windfall to the landlord..
- b. I determined the landlord is entitled to \$172.28 for the cost of utilities.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$577.28.

### Security Deposit

I determined the security deposit plus interest totals the sum of \$490. I determined the landlord is entitled to retain this sum. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$87.28.

Conclusion:

I dismissed the Tenants application without leave to re-apply. I ordered the landlord shall retain the security deposit of \$490. In addition I ordered the Tenants pay to the Landlord the sum of \$87.28.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

**This decision is final and binding on the parties.**

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: June 23, 2017

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Residential Tenancy Branch