



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PROLINE MANAGEMENT LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** MNR, MNSD, MND, FF

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent, to recover the cost of cleaning and repair and for the recovery of the filing fee. The landlord also made application to retain the security deposit and pet deposit in partial settlement of the claim.

The landlord testified that he served the tenant with the notice of hearing and evidence package by registered mail on July 11, 2018, to the forwarding address provided by the tenant. The landlord provided a tracking number. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the landlord entitled to his monetary claim? Is the landlord entitled to retain the security and pet deposits in satisfaction of his monetary claim?

### **Background and Evidence**

The landlord testified that the tenancy started in March 2018 and ended on June 04, 2018 pursuant to an order of possession granted to the landlord on May 14, 2018. The monthly rent was \$1,800.00 due on the first of each month. Prior to moving in the tenant paid a security deposit of \$900.00 and a pet deposit of \$900.00. The landlord testified that the tenant had failed to pay rent for May 2018.

The landlord served the tenant with the order of possession but the tenant did not move out. The landlord made arrangements for a bailiff to remove the tenant.

On the day the bailiff was supposed to carry out the eviction, the tenant abandoned the rental unit leaving it in an unclean and messy condition which included dog faeces. The landlord filed photographs to support his testimony regarding the condition of the rental unit at the end of tenancy. The landlord also filed copies of invoices and the condition inspection report.

The landlord is applying for the cost of cleaning the rental unit and for the cost of disposing the items left behind by the tenant. In addition the landlord is also making a claim of \$1,800.00 for unpaid rent. The total claim of the landlord is \$2,695.00.

The landlord stated that even though his total claim is in excess of the pet and security deposits, he would agree to retain the deposits in full and final settlement of all claims against the tenant.

### **Analysis**

Based on the undisputed testimony and documentary evidence of the landlord, I accept the landlord's testimony in respect of the claim.

The landlord agreed to accept the deposits in full settlement of his claim. Accordingly, I order the landlord to retain the security deposit of \$900.00 plus the pet deposit of \$900.00 in full and final settlement of all claims against the tenant.

### **Conclusion**

The landlord may retain the deposits totalling \$1,800.00.

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: October 22, 2018

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Residential Tenancy Branch