

DECISIONDispute Codes MNR, MND, MNSDIntroduction

This hearing dealt with the Landlord's Application for Dispute Resolution, seeking monetary compensation for damages and cleaning the rental unit, and to retain the security deposit.

In evidence the Landlords provided a letter from a lawyer who advised he is representing the Tenants. The Landlords served the Tenants with the Notice of Hearing and Application for Dispute Resolution by mailing it to the address provided by the Tenants' lawyer. I find the Tenants have been duly served. Despite this, no one appeared for the Tenants at the hearing and it proceeded in accordance with the Act.

Issues(s) to be Decided

Are the Landlords entitled to the relief sought?

Background and Evidence

The uncontradicted evidence and testimony of the Landlords was that the tenancy ended under a mutual agreement, prior to the end of the term of the tenancy agreement.

The Landlords claim that when the Tenants vacated the rental unit they failed to pay for long distance phone charges, did not return various keys and a remote garage door opener, and did not clean the unit to a reasonable standard. They claim as follows:

a.	Long distance charges	60.00
c.	Replace building door keys	5.00
d.	Replace mail box lock and keys	12.00
e.	Parking remote control	50.00
f.	Cleaning the unit 14 hours at 12.00 per hour	168.00
	Total claimed	\$335.00

The Landlords did not claim for the return of their filing fee, and agreed they would not claim for any amount above the security deposit and interest which they hold.

The Tenants paid a security deposit of \$300.00 on July 16, 2008.

Analysis

Based on the uncontradicted evidence and testimony, and on a balance of probabilities, I find the Tenants failed to pay for long distance charges, did not return keys and a remote control required by the Landlords, and failed to clean the unit as required under the Act and tenancy agreement.

Therefore, I find the Landlords are entitled to the monetary claim made.

I allow them to keep the security deposit and interest in the amount of **\$302.08**, and the Landlords agreed to abandon the balance due.

Conclusion

The Tenants failed to clean the unit, or return the property of the Landlords, at the end of the tenancy.

The Landlords may keep the security deposit and interest.

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: August 26, 2009.

Dispute Resolution Officer