

Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION

Dispute Codes:

OPB, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession due to a breach of an agreement with the landlord, a monetary order for unpaid utilities and miscellaneous cleaning charges related to remedying the rental unit to rentable condition, and inclusive of recovery of the filing fee associated with this application, and an order to retain the security deposit in partial satisfaction of the monetary claim.

Despite having been served with the application for dispute resolution and notice of hearing by registered mail, before the tenant vacated the rental unit, and deemed served by February 15, 2009 in accordance with section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing.

At the outset of the hearing the landlord advised the tenant had moved out on February 28, 2009, and also amended their application from a quantum monetary claim of \$1925, to simply retaining the security deposit and accrued interest in the total amount of \$388.27.

Issue(s) to be Decided

Is the landlord entitled to the monetary amount claimed?

Background and Evidence

The tenancy began on March 1, 2005. Rent in the amount of \$750 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$375. On vacating the rental unit the tenant allegedly left the rental unit in an unclean and un-rentable condition. The landlord claims that they had to spend over \$1200 in cleaning, sorting of garbage for disposal, and landfill charges. She also left an outstanding utility bill in the amount of \$601.44. All claims were supported with documentary and photographic evidence on file. Regardless, the landlord determined to be satisfied if simply permitted to retain the security deposit in satisfaction of the total monetary claim. As of this date, the tenant has not provided a forwarding address to the landlord.

Analysis

Based on the landlord's testimony and the evidence before me, I find that the tenant was served with notice of this hearing before she moved, and has not applied for dispute resolution to dispute the notice.

I find that the landlord has established a monetary claim for at least the amount of the retained security deposit and accrued interest in the sum of \$388.27, inclusive of the \$50 filing fee.

Conclusion

I order that the landlord retain the deposit and interest of **\$388.27** in full and complete satisfaction of the landlord's claim in this matter.

Dated March 24, 2009