



Dispute Resolution Services

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

DECISION

Dispute Codes: MNSD and FF

Introduction

This application was brought by the landlord seeking authorization to retain the tenant's security deposit under section 38(1) of the *Act* and recovery of the filing fee for this proceeding.

Despite having been served with the Notice of Hearing sent by registered mail, the tenant did not call in to the number provided to enable his participation in the telephone conference call hearing. Therefore, it proceeded in his absence.

As a matter of note, this security deposit has been the subject of three previous hearings on the tenant's application, each of which was dismissed on the tenant's failure to provide proof that he had given the landlord a forwarding address.

During the most recent hearing, on January 27, 2009, the Dispute Resolution Officer included in his decision a declaration that, by virtue of its inclusion in the tenant's application, the landlords were as of then in possession of the tenant's forwarding address.

The DRO dismissed some claims by the tenant without leave to reapply but granted liberty to the tenant on the question of the security deposit. The DRO further ordered the tenant to pay the previously waived filing fee to the Director of the Residential Tenancy Branch.

Issue(s) to be Decided

The present application requires a decision on whether the landlord has proven damages and losses equal to or greater than the security deposit plus interest, that the tenant was responsible for those, and that the amounts claimed are the actual or appropriate costs of remediation.

Evidence

This tenancy ran from January 15, 2007 to June 1, 2008. Rent was \$650 per month and the landlord holds a security deposit of \$325 paid on or about January 15, 2007.

During the hearing, the landlord reviewed several photographs detailing cleaning and repairs necessitated by the tenant.

Those included 10 hours of cleaning, replacement of the flooring, replacement of the toilet seat, repair of kitchen cupboards, replacement of door locks as the tenant had not returned the keys, repair of kitchen cupboards and replacement of a smoke alarm.

Analysis

There is no question that the costs of cleaning and repair vastly exceeded that value of the damage deposit plus interest.

The landlord stated that she would forego any claims beyond the value of the security deposit plus interest, including the filing fee for this proceeding, and I find she is so entitled.

Conclusion

Therefore, I hereby authorize and order that the landlord may retain the tenant's security deposit plus accumulated interest.

The matter of the security deposit is thus concluded.

April 16, 2009.

Dispute Resolution Officer