

Dispute Resolution Services

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

DECISION AND REASONS

Dispute Codes: *MND, MNSD, FF*

Introduction

This hearing dealt with applications by both the Landlord and the tenant pursuant to the *Residential Tenancy Act*. The landlord applied for a monetary order for the cost of repairs to the rental unit and for the filing fee. The tenant applied for the return of double his security deposit and for the filing fee.

Despite having applied for dispute resolution, 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 the cost of repairs and the filing fee?

Background and Evidence

The landlord testified that the tenancy started approximately eight years ago. The monthly rent at the end of the tenancy was \$900.00 due in advance on the first day of the month. Prior to moving in, the tenant paid a security deposit of \$350.00.

The landlord testified that on April 15, 2009, the tenant gave the landlord a 15 day notice to end the tenancy on April 30, 2009. The tenant moved out on May 03, 2009. The landlord and tenant conducted a move out inspection on May 04, 2009. The landlord found damage to the walls, linoleum, bathroom tiles, smoke detector, stove and fireplace tiles. The landlord stated that he came to an agreement with the tenant to retain the security deposit of \$350.00 plus accrued interest to cover repairs, lack of adequate notice to end tenancy and for the additional days in May that the tenant stayed in the rental unit. The tenant did not provide the landlord with a forwarding address.

The landlord stated that he next heard from the tenant when he received the notice of hearing. The landlord stated that he spent an additional amount of \$440.00 to repair the suite and has filed photographs of the damage to the rental unit that he took with his phone camera during the move out inspection. The landlord has not filed any additional evidence to support the amount that he spent to repair the rental unit.

The tenant filed an application to recover double the security deposit. In his application the tenant wrote that the landlord did not return the security deposit and “*his reasons are verbally unclear to me*”

Analysis

Section 45 of the *Residential Tenancy Act*, states that a tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord receives the notice and is the day before the day in the month that rent is payable under the tenancy agreement.

Based on the undisputed sworn testimony of the landlord, I accept the landlord's evidence in respect of the claim. In this case the tenant did not give the landlord adequate notice to end the tenancy, thereby causing the landlord to suffer a loss of income for the month of May 2009. In addition, the landlord stated that the tenant agreed to allow the landlord to retain the security deposit to cover repairs and rent for the tenant's overstay. Based on the evidence of the landlord and in the absence of any contradictory evidence from the tenant, I find that the tenant agreed to allow the landlord to retain the entire security deposit.

Accordingly, I find that the landlord is entitled to retain the security deposit of \$350.00 plus the accrued interest.

The landlord has also applied for additional damages in the amount of \$440.00 but has not provided evidence to support the amount that it cost him to repair the unit. Therefore the landlord's application for additional costs to repair the damage is dismissed and the landlord must also bear the cost of filing his application.

The tenant did not provide the landlord with his forwarding address in writing and also did not attend the hearing to support his application. Accordingly, the tenant's application for double the security deposit is dismissed and he must bear the cost of filing his application.

Conclusion

The landlord may retain the entire security deposit of \$350.00 along plus accrued interest. Since the tenant did not attend the hearing, his application is hereby dismissed in its entirety.

Dated September 08, 2009.

Dispute Resolution Officer