



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order to keep all or part of the security deposit and to recover the cost of the filing fee.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*, sent via registered mail on July 16, 2009. Mail receipt numbers were provided in the landlord's documentary evidence. This mail was sent to the address provided by the tenant by e-mail. The tenant was deemed to be served the hearing documents on July 21, 2009, the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlord appeared, gave affirmed testimony, was provided the opportunity to present her evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issues(s) to be Decided

- Is the landlord entitled to keep all or part of the security deposit and interest?
- Is the landlord entitled to recover filing fees from the tenant for the cost of the application?

Background and Evidence

This month to month tenancy started on March 01, 2009. Rent for this two bedroom suite was \$900.00 per month due on the 1st of each month. The tenant paid a security deposit of \$450.00

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on March 01, 2009. The landlord and tenant completed a move in condition inspection at the outset of the tenancy.

The landlord testifies that on May 31, 2009 she served a Two Month Notice to End tenancy to the tenant for the landlords' use of the property. The date given to vacate the rental suite was August 01, 2009. The landlord states that the tenant asked her if it would be alright if she left the suite before that date. It was agreed between them that the tenant could leave before August 01, 2009 and would let the landlord know the date so a move out condition inspection could be carried out.

The landlord testifies that she went to the property on July 08 and found the tenant had moved out. She did not contact the landlord as agreed, she did not return the keys to the suite and she did not leave a forwarding address other then her mothers address. The landlord conducted the move out inspection in the tenants' absence. The landlord testifies that she found damage to the carpet which was new in February, 2009. There were many pulls in the carpet fibres and the whole suite smelt of urine. The landlord attempted to have the carpet cleaned and was told the urine had soaked through to the underlay and the smell would remain. The landlord has provided an estimate for the carpet replacement of \$435.25 plus GST of \$168.00 to a total amount of \$603.25.

Analysis

In the absence of any evidence from the tenant, I find in favour of the landlords claim to keep the tenants security deposit in partial satisfaction of her claim for replacement carpets. Section 35(b) of the *Act* states: a landlord may carry out a move out condition inspection in the tenants' absence if the tenant has abandoned the rental unit (my emphasis). I find the tenant left the suite without notifying the landlord or leaving a forwarding address for the landlord to contact her about attending the move out condition inspection. The landlord has provided sufficient evidence to support her claim that the carpets were damaged by the tenant and as such I find the landlord is entitled to compensation for the replacement of the carpets. The landlord has



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only requested to retain the tenants' security deposit of \$450.00 and does not intend to pursue the remainder of her costs for carpet replacement.

As the landlord has been successful with her claim she is entitled to recover the cost of filing her application of \$50.00 from the tenant.

Conclusion

The landlords' application is allowed. **I Order**, pursuant to Section 38, that the landlord may retain the full security deposit of \$450.00 towards the costs for damage to the carpets.

I further Order that the tenant pays the filing fee of **\$50.00** to the landlord

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: November 04, 2009.

Dispute Resolution Officer