

## **DECISION AND REASONS**

**Dispute Codes:** *MNSD, FF*

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act*, to retain a portion of the security deposit and to recover the filing fee.

The notice of hearing was served on the tenant on July 18, 2009, by registered mail to the forwarding address, as provided by the tenant. The landlord filed a tracking number. Despite having been served the notice of hearing, 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 retain a portion of the security deposit and to recover the filing fee?

### **Background and Evidence**

The landlord testified that the tenancy started on September 01, 2008. The monthly rent was \$900.00 payable in advance on the first of each month. Prior to moving in, the tenant paid a security deposit in the amount of \$450.00.

The tenant gave the landlord 30 day notice to end the tenancy effective June 30, 2009. However, without the permission of the landlord, the tenant sublet the suite to another party for the last thirty days of the tenancy. During the tenancy, the tenant had installed a washer and dryer also without the landlord's approval. The landlord found that the dryer was not vented to the outside and this resulted in a build up of moisture inside the suite and the formation of mould.

The landlord filed photographs to show the resulting damage and a receipt in the amount of \$249.97 for the application of a mould and mildew resistant paint. The landlord also cleaned up the suite and is applying for \$50.00 for her time.

The tenant provided the landlord with a forwarding address on July 10, 2009. The landlord stated that she informed the tenant about the damage and the cost incurred to

fix it and he agreed to allow the landlord to retain this amount from the security deposit. However, the co tenant did not agree and therefore the landlord made application to recover the cost of fixing the damage that resulted from the inadequate installation of the dryer.

The landlord is claiming \$249.97 for the cost of painting, \$50.00 for cleaning and \$50.00 for the filing fee for a total of \$349. 97. The landlord has applied to retain this amount from the security deposit.

### **Analysis**

In the absence of evidence to the contrary, I find that the landlord has established her claim for the cost of cleaning and painting. The landlord has proven her case and is therefore also entitled to the recovery of the filing fee.

The landlord has established a total claim of \$349.97. I order that the landlord retain this amount from the security deposit of \$450.00 and return the balance along with the applicable accrued interest to the tenant.

### **Conclusion**

The landlord may retain \$349.97 from the security deposit.

Dated November 02, 2009.

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Dispute Resolution Officer