

DECISION

Dispute Codes: MNSD and FF

Introduction

This application was brought by the landlord seeking authorization to retain the tenant's security deposit in set off against loss of rent, damages to the rental unit and recovery of the filing fee for this proceeding.

While the damage and loss substantially exceeds the value of the security deposit, the landlord expressly seeks only authorization to retain the security deposit.

Despite having been served with the Notice of Hearing by registered mail sent on August 10, 2009, the tenant did not call in to the number provided to enable her participation in the telephone conference call hearing. Therefore, it proceeded in her absence.

Issues to be Decided

This application requires a decision on whether the landlord should be authorized to retain the security deposit.

Background and Evidence

This tenancy ended on or about July 31, 2009 when the tenant vacated without giving notice. Rent was \$475 per month and the landlord holds a security deposit of \$237.50 paid two or three months prior to the end of the tenancy.

During the hearing, the landlord gave evidence that the tenant had vacated without giving written notice. He had been able to get a new tenant for mid-August 2009, but claims loss of rent of \$237.50 for the first half of the month.

The landlord also gave evidence that the tenant caused the damage at the following lowest possible costs:

1. Front door jamb broken - \$50
2. Bedroom door kicked in and cracked - \$50
3. Large stain on carpet - \$50
4. Holes in living room wall - \$50
5. Garbage removal - \$10
6. New locks needed as keys not returned - \$50
7. Filing fee - \$50

Analysis

In total, I find that the landlord has claims totalling at least \$547.40, more than double the value of the security deposit claimed.

Conclusion

I hereby authorize and order that the landlord may retain the security deposit in satisfaction of the loss, cost and damages as claimed.