

Decision

Dispute Codes: MND, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order as compensation for damage to the unit, retention of a portion of the security deposit, and recovery of the filing fee. The landlord was represented at the hearing and gave affirmed testimony. Despite being served by way of registered mail with the application for dispute resolution and notice of hearing, neither tenant appeared.

Issues to be decided

- Whether the landlord is entitled to any or all of the above under the Act

Background and Evidence

Pursuant to a written residential tenancy agreement, the month-to-month tenancy began on March 24, 2007. Rent in the amount of \$825.00 was payable in advance on the first day of each month, and a security deposit of \$412.50 was collected on March 24, 2007. A move-in condition inspection and report were completed by the parties on that same date.

By way of e-mail dated September 30, 2009, the tenants gave notice of their intent to vacate the unit effective October 31, 2009. While the parties had formed an intent to meet at the unit to conduct a move-out condition inspection and report on October 31, 2009, the tenants did not attend. The landlord's agent testified that he himself completed the move-out condition inspection and report on October 31, 2009. He stated that it was an oversight that he did not sign or date the report on that occasion, however, he testified that he forwarded a copy by mail to the tenants. He stated that he has subsequently been unsuccessful in numerous attempts to contact the tenants in order to attempt to resolve the matter.

Documentary evidence in support of expenses incurred by the landlord is as follows:

\$ 62.50 – cleaning required in the unit

\$157.50 – carpet cleaning

Total: \$220.00

The landlord's agent testified that there have been further expenses related to cleaning and repair in the unit since the original application, and that even more may be incurred.

Analysis

Based on the documentary evidence and undisputed testimony of the landlord, I find that the landlord has established a claim of \$270.00. This is comprised of \$220.00 for costs as set out above, in addition to the \$50.00 filing fee. I order that the landlord may withhold \$270.00 from the security deposit in order to recover these costs.

The landlord has the option of filing a further application in order to recover costs which have been incurred subsequent to the original application.

Conclusion

Pursuant to all of the above, I hereby order that the landlord may withhold **\$270.00** from the tenants' security deposit.

DATE: February 24, 2010

Dispute Resolution Officer