



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNSD

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution to obtain a monetary for damage to the rental unit and to retain the security deposit.

The hearing was conducted via teleconference with the landlord in attendance. The tenant did not attend the call.

The landlord provided written confirmation that the notice of hearing package was served on the tenant on October 30, 2009 at 5:30 p.m.

Issues(s) to be Decided

The issues to be decided are whether the landlord is entitled to retain all or part of the security deposit, pursuant to sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The tenancy began on November 1, 2008 as a month to month tenancy for a monthly rent in the amount of \$1095.00 due on the 1st of the month with a security deposit of \$450.00 paid. The tenant moved out on October 1, 2009.

The landlord submitted the following documents into evidence:

- A summary of details of the claim dated October 30, 2009;
- A quote for the replacement of the flooring, in the amount of \$960.96;
- A copy of a 1 Month Notice to End Tenancy for Cause dated August 30, 2009 with an effective vacancy date of September 30, 2009, citing the tenant is repeatedly late paying rent; the tenant has engaged in illegal activity that has damaged the landlord's property; the tenant has not done required repairs of damage to the unit.
- Correspondence from the landlord to the tenant dating from August 23, 2009 to October 2, 2009; and
- 48 photographs of the condition of the rental unit at the end of the tenancy.

The landlord testified that she had, at the start of the tenancy, advised the tenant on how to adequate care for the new laminate flooring that had been installed just days before the start of the tenancy. The landlord submits the damage to the laminate, as shown in the submitted photographs, was a direct result of using a wet mop instead of damp mop cleaning, as required.

The landlord also submits the tenant removed, without permission, two valuable pictures, 2 power tools, a fire extinguisher, shower head and long stainless cord, 9 night lights. As well the landlord submits the rental unit was filthy and required substantial cleaning and painting.

The landlord testified that she was only seeking to retain the security deposit, as she doesn't feel she would be able to acquire any other financial award. She also testified that the tenant would not attend a condition inspection at the end of the tenancy. The landlord tried to set up a time with the tenant whose only response was "soon". The tenant showed up at the landlord's home two weeks after the end of her tenancy demanding her full deposit back.

Analysis

In the absence of any testimony or evidence disputing the landlord's evidence, I find the landlord has provided sufficient evidence to support her claim that the rental unit was damaged and unclean as required by Section 37 of the *Act*.

I also find the landlord attempted to meet the requirements of Section 35 to complete a move out condition inspection report with the tenant who refused and as such as extinguished her right to the return of the security deposit by failing to attend a move out condition inspection report.

I also find the landlord has provided sufficient evidence to retain the security deposit for the damages and condition of the rental unit at the end of the tenancy.

Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 and therefore retain the amount of **\$451.12** comprised of the security deposit and interest held.

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: February 16, 2010.

Dispute Resolution Officer