

Decision

Dispute Codes: MNDC, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order as compensation for damage or loss under the Act, regulation or tenancy agreement, retention of the security deposit, and recovery of the filing fee. The landlord participated in the hearing and gave affirmed testimony. Despite being served by way of registered mail with the application for dispute resolution and notice of hearing, the tenant did not appear.

Issues to be decided

- Whether the landlord is entitled to any or all of the above under the Act, regulation or tenancy agreement

Background and Evidence

Pursuant to a written tenancy agreement, the fixed term of tenancy was from June 1, 2009 to June 1, 2010. Rent in the amount of \$1,700.00 was payable in advance on the first day of each month. A security deposit of \$850.00 was collected on or about July 15, 2009. A move-in condition inspection and report were completed at the outset of tenancy.

By way of letter dated October 26, 2009, the tenant gave notice of her intent to end the tenancy effective November 30, 2009. The parties completed a move-out condition inspection on November 19, 2009, however, the tenant informed the landlord of her disinterest in completing the move-out condition inspection report.

In her application the landlord seeks to recover compensation for the following costs:

\$65.00 – replacement of 2 mailbox keys which were not returned by the tenant

\$200.00 – replacement of 2 missing outdoor cushions

\$100.00 – repair to damaged drywall

\$30.00 – replacement of Nufloor product

\$1,000.00 – costs associated with landlord's travel to the unit, truck hire, meals and accommodation etc. related to tenant's delay in giving access to the unit

\$50.00 – filing fee

Total: \$1,445.00

Analysis

Based on the documentary evidence and undisputed testimony of the landlord, I find that the landlord has established entitlement to a claim as follows:

\$65.00 – I accept the affirmed testimony of the landlord in relation to having incurred this cost for replacement of 2 mailbox keys;

\$200.00 – I accept the affirmed testimony of the landlord and find that this is a reasonable estimate of the cost for replacing the outdoor cushions;

\$30.00 – I accept the affirmed testimony of the landlord in relation to the cost incurred for the Nufloor product which was loaned to the tenant and not returned;

\$100.00 – I find that the tenant cannot be held responsible for all costs associated with the landlord's travel to the unit for the purpose, in part, of removing furnishings. While the tenant or her father (acting as her agent) delayed the landlord's access the unit, poor weather also contributed to slowing the landlord's progress. Further to this and, in the absence of receipts, I find the landlord has established a limited nominal entitlement to \$100.00 of the \$1,000.00 claimed;

\$50.00 – as the landlord has achieved some success in this application, I find she is entitled to recover the filing fee.

Sub-total: \$445.00

The landlord testified that repairs were not ultimately made to the damaged drywall and the unit was later sold. Accordingly, I dismiss this aspect of the landlord's claim (\$100.00).

In summary, I find the landlord has established entitlement to a claim of \$445.00, as set out above. I therefore order the landlord to retain \$445.00 from the tenant's security deposit and return the balance to the tenant in the amount of \$405.00 (\$850.00 - \$445.00).

Conclusion

I hereby order the landlord to withhold **\$445.00** from the tenant's security deposit, and FORTHWITH return the balance to the tenant in the amount of **\$405.00**.

DATE: April 7, 2010

Dispute Resolution Officer