

DECISION

Dispute Codes MND, MNR, MNSD

Introduction

Some documentary evidence, photo evidence, and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The respondent was served with notice of the hearing by registered mail that was mailed on February 1, 2010 but did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

Issues(s) to be Decided

This is a request by the landlord to retain the full security deposit of \$375.00 cover the cost of unpaid utilities, general cleaning, carpet cleaning and removal of garbage.

Background and Evidence

The applicant testified that:

- The tenant had agreed in writing, to allow her to keep \$67.00 for utilities and \$175.00 for carpet cleaning, for a total of \$242.00, from the \$375.00 security deposit.
- However when the tenant vacated she left the rental unit quite dirty and in need of extensive garbage removal.
- Her actual costs of cleaning up were close to \$500.00.

The applicant therefore stated that all she is requesting is an order allowing her to keep the full security deposit of \$375.00.

Analysis

Although the applicant claims that cleaning and garbage removal has cost her in excess of \$500.00, the applicant has supplied no evidence in support of the amounts she is claiming.

The applicant also failed to do the required Move-In Inspection Report at the beginning of the tenancy and therefore has waived her right to retain the security deposit towards damages.

I am therefore not willing to issue any order against the respondent.

The applicant already has written permission from the tenant to retain \$242.00 of the security deposit, and therefore if the tenant has already supplied a forwarding address in writing, the remaining \$133.00 must be returned to the tenant.

Conclusion

This application is dismissed without leave to reapply

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: April 29, 2010.

Dispute Resolution Officer