

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's application for a Monetary Order for damage to the rental unit; damage or loss under the Act, regulation or tenancy agreement; retention of the security deposit and recovery of the filing fee. The tenant did not appear at the hearing. The landlord's agent testified that the tenant had provided a forwarding address in writing to the landlord on December 31, 2009 and that is the address used by the landlord to serve the tenant with notification of this application and hearing. The landlord provided a copy of the forwarding address provided by the tenant and a copy of the registered mail envelope that was returned to sender. The envelope indicates the registered mail was unclaimed. I was satisfied the landlord sufficiently served the tenant in a manner that complies with section 89 of the Act and I proceeded to hear from the landlord without the tenant present.

It was determined that the landlord had not served the landlord's evidence package upon the tenant prior to the hearing. I proceeded to take verbal testimony from the landlord with respect to this claim. The landlord also submitted that the landlord is unlikely to collect monies from the tenant and reduced the claim for compensation to the amount of the security deposit.

Issues(s) to be Decided

Has the landlord established an entitlement to compensation for damage to the rental unit and damage or loss under the Act, regulation or tenancy agreement in an amount equal to or greater than the security deposit?

Background and Evidence

The landlord's agent provided evidence as follows. The tenancy commenced July 9, 2008 and ended December 31, 2009. The tenant was required to pay rent of \$1,300.00 per month. The tenant paid a \$650.00 security deposit on July 6, 2008. The parties conducted a move-in inspection and the landlord prepared a move-in inspection report. The tenant refused to sign the move-out inspection report.

The landlord's agent testified as follows. When the tenant vacated the rental unit the unit was left in a filthy condition, the entry door was broken with a crowbar and an interior door was broken. In addition, the tenant did not return keys and the fob to the rental unit and the locks had to be rekeyed. The rental unit was only six months old when the tenancy began. The landlord had to replace the damaged doors, re-key the locks and spent several hours cleaning the rental unit, including steam cleaning the carpets. In making this application, the landlord estimated the costs to clean and repair the rental unit and re-key the locks to be \$1,500.00.

The landlord's agent submitted photographs and invoices to substantiate the claims against the tenant; however, I have not considered that evidence since it was not served upon the tenant.

Analysis

The Act requires that at the end of a tenancy, a tenant must leave the rental unit reasonably clean and undamaged, except for normal wear and tear. The tenant is also required to return keys and any other means of access to the landlord.

Based upon the testimony of the landlord's agent, I am satisfied that the tenant left the rental unit unclean and damaged and the keys and fob were not returned to the landlord. I am satisfied that landlord incurred a total loss that is greater than the amount of the security deposit in order to clean and repair the rental unit and re-key the locks.

I am also satisfied that the landlord made this application within 15 days of the tenancy ending as required by section 38 of the Act.

In light of the above findings, I grant the landlord's request to retain the tenant's security deposit and accrued interest in satisfaction of this application. This matter is now considered resolved.

Conclusion

The landlord's amended application for retention of the security deposit has been approved. The landlord is hereby authorized to retain the tenant's security deposit and accrued interest in satisfaction of the damages caused by the tenant.

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 08, 2010.

Dispute Resolution Officer