

## **Decision**

**Dispute Codes:** MNSD

### **Introduction**

This hearing dealt with an application by the landlord. The landlord participated in the hearing and gave affirmed testimony. Despite registered mailing of the application for dispute resolution and notice of hearing, the tenant did not appear. The landlord testified that the forwarding address given to him by the tenant at the end of tenancy does not apparently exist ("no such address"); this was the nature of information provided on the envelope returned to the landlord by Canada Post. The returned envelope contained the landlord's application for dispute resolution and the notice of hearing which had been sent to the tenant.

While the landlord's original application is for a monetary order as compensation for damage to the unit and recovery of the filing fee, the landlord requested that the application be amended to show application to retain the security deposit in satisfaction of the combined costs incurred for cleaning and repairs to the unit, as well as the filing fee.

Pursuant to Residential Tenancy Branch Rules of Procedure #8.4, and in the absence of an appearance by the tenant, I find that granting the landlord's request under the circumstances of this dispute does not offend the principles of natural justice. I therefore grant the landlord's request.

### **Issues to be decided**

- Whether the landlord is entitled to the above under the Act

### **Background and Evidence**

Pursuant to a written tenancy agreement, the month-to-month tenancy began on October 1, 2008. Rent in the amount of \$1,200.00 was payable in advance on the first day of each month. A security deposit of \$600.00 was collected at the outset of tenancy. While a walk-through of the unit was undertaken by the parties at the start of tenancy, no move-in condition inspection report was completed.

The tenant gave verbal notice in late October 2009 of his intent to end the tenancy at the close of November 2009. Subsequently, the tenant vacated the unit on December 1, 2009. While a walk-through of the unit was undertaken by the parties at the end of tenancy, and the landlord testified that a move-out condition inspection report was completed, a copy of the report is not in evidence and the landlord also testified that the tenant was disinterested in signing the report or discussing the extent of cleaning and repairs still required in the unit.

The landlord testified that jobs needing attention included, but were not limited to, stains and encrusted urine and feces in various areas of carpet and on doors, dried egg on kitchen cupboards, red and blue paint splatters on kitchen walls, and a cracked tile in the upstairs bathroom. Evidence submitted by the landlord includes a memory stick with pictures of damage. The landlord testified that the cost of his labour and materials to remedy the aforementioned problems is far in excess of the amount of the tenant's security deposit. However, in the absence of the landlord's ability to determine the tenant's whereabouts, the landlord takes the position that the practical course of action is to cut his losses and apply simply to retain the tenant's security deposit.

### **Analysis**

Based on the documentary evidence and undisputed testimony of the landlord, I find that the tenant failed to provide the landlord with a valid forwarding address at the end of tenancy.

I further find, on a balance of probabilities, that the landlord has established entitlement to retention of the tenant's security deposit as partial compensation for costs incurred for cleaning & repairs, in combination with the filing fee. Accordingly, I hereby order that the landlord retain the tenant's full security deposit of \$600.00 plus interest.

**Conclusion**

Following from the above, I hereby order that the landlord retain the tenant's full security deposit plus interest.

DATE: May 10, 2010

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Dispute Resolution Officer