



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNSD FF

Introduction

This matter dealt with an application by the Landlord for a compensation for damages to a unit, site or property, to recover the filing fee for this proceeding and to keep the Tenant's security deposit in partial payment of those amounts.

The Landlord said she served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on August 16, 2010. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

The Landlord said at the start of the hearing that the Tenant has moved to Toronto so she wanted to amend her application to retain the security deposit of \$400.00 and to withdraw the request for a monetary order for damages and the filing fee.

Issues(s) to be Decided

1. Is the Landlord entitled to keep the Tenant's security deposit?

Background and Evidence

This tenancy started on July 1, 2009 as a 1 year fixed term tenancy with an expiry date of June 30, 2010. Rent is \$800.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$400.00 on July 1, 2009.

The Landlord said the Tenant has moved to Toronto, Ontario for work opportunities and she does want the trouble of dealing with the Tenant in another Province. Therefore she amended her application to only apply for an order to retain the Tenant's security deposit of \$400.00. The Landlord said she discussed keeping part or all the security deposit for cleanup costs with the Tenant as when the Tenant left he said he didn't have time to clean the unit. The Landlord submitted a move in inspection report and said the Tenant was not there for the move out inspection report. The costs the Landlord is claiming are; \$165.00 for cleaning, \$190.00 for garbage removal, \$190.93 for damages to the floors. The total damage claim is \$545.93, but the Landlord said she is satisfied with the \$400.00 security deposit as full settlement. She said the move in inspection report says the floors were in good condition and not scratched. The Landlord

continued to say that the \$190.93 is from an estimate to repair the floor which she submitted in her evidence package. The Landlord also included pictures of the clean up and damage to the floors.

Analysis

Section 37 (2) (a) says when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and

I find that the Tenant did not clean the unit when he vacated it and the Tenant did damage the floors by staining parts of them and scratching some of the surface. I find for the Landlord and Order the Landlord to retain the Tenant's security deposit in the amount of \$400.00 as full settlement of the Landlord's claim.

Conclusion

I find for the Landlord and order the Landlord to retain the Tenant's security deposit as full settlement of the Landlord's claim.

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*.