

## **DECISION**

**Dispute Codes:** *MNSD, MND, FF*

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for the cost of repairs and the filing fee. The landlord applied to retain the security deposit in partial satisfaction of his claim.

On October 19, 2010 a hearing was conducted to resolve a dispute between these two parties. The tenant had moved out and at that hearing the landlord obtained the forwarding address of the tenant. The landlord testified that he served the notice of hearing by mail to the tenant, at this address.

Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the landlord entitled to a monetary order for the cost of repairs and for the filing fee?

Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The landlord testified that the tenancy started on July 01, 2005 and ended on September 28, 2010. Prior to moving in, the tenant paid a security deposit of \$750.00. The monthly rent was \$1,500.00 payable on the first day of each month.

The landlord testified that the suite was left in a dirty condition and required extensive repair and cleaning. The landlord filed photographs to support his claim of the condition that the suite was left in by the tenant. The landlord was claiming \$880.00 towards the costs that he incurred to restore the unit to a condition that it could be rented.

During the hearing the landlord stated that he was willing to accept the security deposit plus interest in full settlement of his claim.

### **Analysis**

Based on the documentary and oral evidence of the landlord and in the absence of any contradictory evidence from the tenant, I find that the tenant caused damage to the rental unit and failed to clean the unit prior to moving out. I find that the landlord is entitled to the cost of repairs and cleaning in the amount of \$880.00. Since the landlord has proven his case, he is also entitled to the filing fee of \$50.00.

The landlord has agreed to accept the amount of the security deposit plus interest in full and final settlement of his claim. I order that the landlord retain the security deposit of \$750.00 and accrued interest of \$26.56 in full satisfaction of the claim.

### **Conclusion**

The landlord may retain the security deposit and accrued interest in full satisfaction of his claim against the tenant for repairs and cleaning of the rental unit.

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: February 25, 2011.

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Residential Tenancy Branch