

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with an application by the landlord seeking an order to retain the security deposit. The landlord participated in the conference call hearing but the tenant did not. The landlord presented evidence that the tenant was served with the application for dispute resolution and notice of hearing by registered mail on February 9, 2011. I found that the tenant had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence.

Issues to be Decided

Is the landlord entitled to an order to retain the security deposit?

Background and Evidence

The tenancy began on or about April 15, 2009 and ended on January 31, 2011. Rent in the amount of \$1550.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$775.00. The tenant did not participate in the move out inspection. The landlord had to repaint portions of the suite, have the carpets shampooed and did extensive cleaning as the tenant did not leave the unit in a reasonably clean condition upon move out. The landlord testified that the tenant had a dog and that there were several stains that did not come out of the carpet because of the dog. The landlord gave evidence that she spent \$783.80 to get the suite in a suitable manner to re-rent it.

Analysis

I accept the landlord's undisputed testimony. As for the monetary order, I find that the landlord has established a claim for \$783.80 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$775.00 deposit .I

grant the landlord an order under section 67 for the balance due of \$58.80. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord may retain the security deposit.

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: March 21, 2011.

Residential Tenancy Branch