

DECISION

Dispute Codes: MND, MNSD and FF

Introduction

This application was brought by the landlord on March 10, 2011 seeking a Monetary Order for damage to the rental unit, recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off against the balance owed.

Issues to be Decided

This application requires a decision on whether the landlord is entitled to a Monetary Order for the damages claimed taking into account whether damages are proven, attributable to the tenant, reasonable as to remediation costs, and whether the landlord has taken reasonable steps to minimize the losses claimed. Damage awards are also considered against reasonable wear and tear and depreciation and the burden of proof lies with the claimant.

Background, Evidence and Analysis

This tenancy began on June 2, 2009 and ended on or about February 28, 2011 when the tenant relocated to a larger unit in the same building. Rent was \$723 and the landlord holds a security deposit of \$380 paid at the beginning of the tenancy.

During the hearing, the landlord submitted claims, supported by receipts and photographs, for carpet cleaning, damage and cleaning of the stove, repair/replacement of closet doors, painting and damage to the hardwood floors.

Consent Agreement

While the landlords' claims substantially exceeded the value of the security deposit, the landlord stated that she would be willing to settle this dispute if the tenant relinquished the security deposit.

The tenant agreed to forfeit the security deposit as full and final settlement of this dispute.

Conclusion

Accordingly, as delegated under section 72(2)(b) of the *Act*, **I hereby authorize and order** that the landlord may retain the full \$380 security deposit (no interest due) in full satisfaction of the claims which arose from the subject tenancy.

June 21, 2011