



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, FF

### Introduction

This was the hearing of an application by the landlord for a monetary order and an order to retain the security deposit. The hearing was conducted by conference call. The landlord called in and participated in the hearing, the tenant did not attend although she was served with the application and Notice of hearing sent by registered mail on April 1, 2012 to the forwarding address that she provided to the landlord.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order and if so, in what amount?  
Is the landlord entitled to an order to retain the security deposit?

### Background and Evidence

The rental unit is a basement suite in the landlord's house in Langley. The tenancy began on October 15, 2006. The tenant paid a \$400.00 security deposit at the commencement of the tenancy. The tenant moved out of the rental unit on March 19, 2012. She did not pay rent for March. She provided the landlord with her forwarding address on March 23<sup>rd</sup>.

The landlord testified that the rental unit was new and had never been occupied when the tenancy commenced in October, 2006. The tenant did not clean the rental unit and caused damage to the walls, baseboards and laminate flooring in the rental unit. The landlord submitted photographs of the rental unit and of the damage to the floors, baseboards and walls.

The landlord testified that the work to clean and repair damage caused by the tenant will exceed the amount of the security deposit. The landlord has limited his claim to the amount of the deposit that he holds; he does not seek a monetary award in excess of the deposit amount.

Analysis and conclusion

The landlord did not provide quotes for the work required to clean and repair the rental unit. He testified that he installed the laminate flooring before the tenancy began and the cost greatly exceeded the deposit amount. He said the floor will have to be taken up to repair the damage and the cost for the floor repair, wall and baseboard repairs is significantly greater than the deposit amount. Based on the landlord's testimony and the photographs that he supplied, I am satisfied that the tenant caused damage to the rental unit and left necessary cleaning to be done that exceeds the amount of the deposit and interest held by the landlord. The deposit and accrued interest amounts to the sum of \$412.54. I grant the landlord a monetary order in the said amount and I order that the landlord retain the deposit and interest that he holds in full and final satisfaction of the monetary order granted and all other potential monetary claims arising out of the tenancy.

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: May 29, 2012.

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Residential Tenancy Branch