



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNSD, FF

Introduction

This was an orally amended application by the landlord filed on May 14, 2012 for a monetary order for less than stated in their application to retain the security deposit in satisfaction for damages at the end of the tenancy and in satisfaction of their claim. The hearing was conducted by conference call. As the landlord's oral amendment to their application does not negatively prejudice the tenant, I allowed the amendment.

The landlord participated in the hearing. The tenant did not attend although served with the application and Notice of Hearing sent by registered mail and subsequently given personally to the tenant. The landlord provided proof of mail registration including the tracking number for the mail, purported to have been returned to the landlord, as well as oral testimony by the landlord that they served the tenant personally. The landlord was permitted to give testimony and provide evidence.

Issue(s) to be Decided

Is the landlord entitled to retain the security deposit?

Background and Evidence

The undisputed testimony and evidence of the landlord is that the tenancy started June 01, 2010 and ended April 30, 2012. At the outset of the tenancy the landlord collected a security deposit of \$375.00. At the end of the tenancy the tenant did not participate in the arranged condition inspection and the landlord proceeded in their absence and completed a report, but were unable to send the tenant a copy for lack of a forwarding address – later provided.

The landlord testified the tenant left the rental unit in a deficient state. The landlord claimed cleaning costs of \$224.00, carpet cleaning of \$140.00, and disposal costs of \$40.32 or a total claim of \$404.32, but only claims to retain the security deposit in full satisfaction of their claim and application. The landlord provided receipts for all their claimed costs.

Analysis

I accept the landlord's testimony and documentary evidence submitted as establishing that they incurred the amounts claimed and that they are entitled to compensation for their claim in the amended requested amount of **\$375.00**.

Conclusion

I Order that the landlord retain the security deposit of \$375.00 in full and final satisfaction of their entitlement.

This Decision is final and binding on both parties.

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: July 18, 2012

Residential Tenancy Branch