



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNDC, MNSD, FF*

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for damages and for the recovery of the filing fee. The landlord also applied to retain the security deposit in full settlement of her claim.

The landlord testified that she served the tenant with the notice of hearing and documentary evidence to support her claim, on June 18, 2012, by registered mail to the address provided by the tenant. The landlord filed a copy of the tracking slip. 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, cleaning and changing the locks? Is the landlord entitled to the recovery of the filing fee?

Background and Evidence

The landlord testified that the tenancy started on June 01, 2011. The monthly rent is \$1,260.00 payable on the first of each month. The tenant moved out on June 01, 2012 though she had notified the landlord that she would be moving out on June 15, 2012. The landlord kept in touch with the tenant via email and text messaging.

On June 13, 2012, the tenant provided the landlord with her forwarding address. The landlord filed copies of conversation by email and text between the two parties. The landlord gave the tenant two opportunities to do a move out inspection. The tenant agreed to both times but did not show up.

The tenant did not return one set of keys and a fob. The rental unit was left in a condition that required cleaning. The landlord also filed photographs to show a stained carpet. The landlord filed photographs to demonstrate the condition of the unit and copies of receipts for all the costs incurred by her, to restore the unit to a condition that it could be re-rented.

The total cost incurred by the landlord is \$719.28. The landlord is requesting to be allowed to retain the security deposit of \$590.00 in full settlement of her claim.

Analysis

Based on the undisputed sworn testimony and documentary evidence of the landlord, I find that the tenant was served with the notice of the landlord's claim and chose not to attend the hearing. I have reviewed the landlord's documentary evidence and I find that the landlord has proven her case and has established a claim of \$719.28.

Since the landlord has proven her case, she is also entitled to the recovery of the filing fee of \$50.00.

However, the landlord has applied to retain the security deposit of \$590.00 in full settlement of her claim against the tenant. Therefore I allow the landlord to retain the entire security deposit.

Conclusion

The landlord may retain the security deposit in full and final settlement of her claim against the tenant.

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: August 17, 2012.

Residential Tenancy Branch