



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MND, MNDC, MNR, MNSD

Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The applicant testified that the respondent(s) were served with notice of the hearing by registered mail that was mailed on January 9, 2013; however the respondent(s) did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is an application for a monetary order for \$800.00 and recovery of the \$50.00 filing fee. The applicant is also requesting an order to retain the full security deposit towards the claim.

Background and Evidence

The applicant testified that:

- This tenancy began on September 1, 2011 and a security deposit of \$800.00 was collected on that date.
- The tenants vacated the rental unit on December 31, 2012, however they failed to participate in any move-out inspection.
- At the end of the tenancy the tenants left an outstanding Hydro bill of \$375.00.
- The tenants also changed numerous light fixtures and as a result they had to be changed back which resulted in the electrician bill of \$250.00.
- The tenant also left the rental unit in need of extensive cleanup, and repairs, and the walls were badly marked and had to be repainted at a cost of \$1200.00.
- This is a no smoking unit however the tenant smoked in the unit and the walls were badly stained.

- The tenants also left a large amount of garbage behind that had to be removed which took an extensive amount of his time.
- The tenants also left without returning any of the keys and as a result he had to have a locksmith change the locks at a cost of \$106.40.

The applicant is therefore requesting an order to retain the full security deposit of \$800.00 as partial satisfaction of this claim. He is abandoning his claim for anything above the amount of the security deposit.

Analysis

I have reviewed the evidence supplied by the landlord, including numerous photos and it is my finding that this tenant left this rental unit in need of significant cleaning and repairs.

The tenant had changed numerous light fixtures, the walls in the rental unit were in very poor condition, the rental unit was left very dirty, and a large amount of garbage was left behind.

The landlord has also shown that the tenant failed to return the keys which resulted in the need for a locksmith.

I also accept the landlord's testimony that \$375.00 in Hydro costs were still outstanding.

Therefore it's my decision that since the amount of cleaning, Hydro, and repairs far exceeds the amount of security deposit held, I allow the landlords request to retain the full security deposit of \$800.00.

Conclusion

I order that the landlord may retain the full security deposit of \$800.00.

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 27, 2013

Residential Tenancy Branch

