



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Upper College Heights  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit. Despite having been served with the application for dispute resolution and notice of hearing via registered mail sent on March 18, the tenant did not participate in the conference call hearing.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began on March 1, 2012 and ended on February 28, 2013. The tenant paid a \$495.00 security deposit at the outset of the tenancy.

At the end of the tenancy, the parties made an appointment to inspect the unit on February 20. The landlord waited at the unit, but the tenant did not appear. The parties rescheduled the appointment for February 26 and again, the tenant did not appear.

The landlord testified that the rental unit was not adequately cleaned and that the landlord had to strip and rewax the floor, repaint 3 walls which the tenant had damaged, patch and repainted with the wrong colour, replace stained vinyl tiles, replace blinds in one room and perform 9.5 hours of cleaning. The landlord testified that the total amount of repairs was \$697.50.

### Analysis

I accept the landlord's undisputed testimony. I find that the tenant failed to participate in an outgoing inspection of the rental unit and that he has extinguished his right to the

return of the security deposit pursuant to section 36(1) of the Act.

I find that the tenant caused damage to the rental unit and that he failed to adequately clean the unit at the end of the tenancy. I find that the landlord incurred a total of \$697.50 in costs to repair and clean the rental unit and I award the landlord \$697.50.

I find that as the landlord has been successful in his application, he is entitled to recover the \$50.00 filing fee and I award him \$50.00 for a total entitlement of \$747.50.

I order the landlord to retain the \$495.00 security deposit in partial satisfaction of the claim and I grant him a monetary order under section 67 for the balance of \$252.50.

### Conclusion

The landlord will retain the security deposit and is granted a monetary award for \$252.50.

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: June 14, 2013

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Residential Tenancy Branch