



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's application for a Monetary Order for damage; damage or loss under the Act, regulations or tenancy agreement; and, authorization to retain the security deposit. The tenant did not appear at the hearing. The landlord provided a copy of the registered mail receipt, including tracking number, and copies of text messages exchanged between the parties, as proof the hearing documents were sent to the tenant at her forwarding address. The registered mail was returned to the landlord as being unclaimed. Although the tenant's text message that provided her forwarding address did not include the name of the city, the landlord testified that the tenant had provided that same address in applying for the tenancy and included the city. Based upon the evidence before me, I was satisfied the landlord served the tenant with notification of this proceeding in a manner that complies with the Act and I continued to hear from the landlord without the tenant present.

At the outset of the hearing, the landlord requested her claim be amended to limit her monetary claim to that of the security deposit. As the landlord was reducing her monetary claim against the tenant I found the request to be beneficial to the tenant and permitted the amendment.

Issue(s) to be Decided

Has the landlord established that the tenant caused the landlord to suffer damages and loss equal to or greater than the security deposit?

Background and Evidence

The tenancy commenced on March 1, 2011 and the tenant paid a security deposit of \$650.00. The tenant was required to pay rent of \$1,300.00 on the 1st day of every month. The tenant vacated or abandoned the rental unit in late April 2014. The landlord entered the unit April 26, 2014 and took photographs of the unit. The landlord also had an inspector prepare an inspection report of the condition of the rental unit on April 29, 2014.

The landlord submitted that the tenant left the rental unit very dirty, smelling of smoke, dog feces on the carpet, a broken window, damaged blind and a closet door off the

hinge. The landlord testified that the unit was not damaged at the start of the rental unit. Further, the tenant did not leave or return the fob or keys to the landlord. The landlord provided photographs taken on April 26, 2014; the inspection report prepared on April 29, 2014; and, invoices in support her position.

The landlord submitted that the cost to clean the unit, repair damage, and replace the locks, keys and fobs amounted to \$990.70. The landlord sought to retain the security deposit in satisfaction of the landlord's losses.

Analysis

Under the Act, a tenant is required to leave a rental unit reasonably clean and repair any damage caused by the tenant, the tenant's guests, or pets. Further, a tenant is required to return keys and any other means of access to the landlord.

Upon review of the landlord's photographs, the inspection report, and invoices provided as evidence, I am satisfied the tenant violated that above described provisions of the Act. I further find the landlord has established to my satisfaction that the landlord suffered losses as a result of these violations in an amount that exceeds the security deposit. Therefore, I grant the landlord's request to retain the security deposit in full satisfaction of the landlord's claims against the tenant.

Conclusion

The landlord has been authorized to retain the security deposit in full satisfaction of the landlord's claims against the tenant for cleaning, damage, and replacement of locks, keys and fob.

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: September 11, 2014

Residential Tenancy Branch

