



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This is an application brought by the Landlord requesting an order to retain the full security deposit of \$450.00, and requesting recovery of the \$100.00 filing fee.

The applicant testified that the respondent was served with notice of the hearing by registered mail that was mailed on October 7, 2016; however the respondent did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent has been properly served with notice of the hearing and I therefore conducted the hearing in the respondent's absence.

All testimony was taken under affirmation.

### Issue(s) to be Decided

The issue is whether or not the applicant has established monetary claim against the respondent, and if so in what amount.

### Background and Evidence

The applicant testified that this tenancy began on November 1, 2014 and that the tenant vacated October 31, 2016.

The applicant testified that at the end of the tenancy the tenant left the following damages:

lamineate flooring scratched by dog	\$772.95
Carpets stained with animal feces and urine	\$177.00
Washing machine plugged with coins and other junk	\$117.60
Door with hole in it	\$44.41
Garbage removal	\$25.00
Filing fee	\$100.00
Total	\$1236.96
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The landlord further stated that all he is asking is to retain the full security deposit of \$450.00 towards this claim, and nothing further.

### Analysis

I have reviewed the evidence provided by the landlord and it is my finding that the landlord has shown that the tenant left the rental unit with significant damages and in need of cleaning and repairs.

The photo evidence provided by the landlord clearly shows that the laminate flooring has been badly scratched, and that the carpets in the rental unit are badly stained, and in need of cleaning.

The landlord's photo evidence also shows the large amount of coins and other debris that had to be removed from the washing machine.

The landlord's photo evidence also clearly shows a large hole in one of the doors and a significant amount of garbage that needed to be removed.

It is my decision therefore that I will allow the landlord to retain the full security deposit of \$450.00, as the cost to repair the damages and to do cleaning far exceeds the amount of security deposit held.

### Conclusion

Pursuant to sections 38 and 67 of the Residential Tenancy Act I hereby order that the landlord may retain the full security deposit of \$450.00.

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: April 05, 2017

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Residential Tenancy Branch