



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LIGHTHOUSE REALTY LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNDC, MNSD, FF

Introduction

This matter dealt with an application by the Landlord for compensation for damage to the unit, site or property, for loss or damage under the Act, regulations and tenancy agreement, to retain the Tenant's security deposit and to recover the filing fee for this proceeding.

The Landlord said he served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on September 28, 2018 to the last address provided by the Tenant which was her Lawyer's address. The Lawyer wrote the Landlord and said he is not act for the Tenant anymore and he was unable to give the documents to the Tenant. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

Issues(s) to be Decided

1. Is there damage to the unit, site or property and if so how much?
2. Is the Landlord entitled to compensation and if so how much?
3. Is there loss or damage to the Landlord and is the Landlord entitled to compensation?
4. Is the Landlord entitled to retain the Tenant's security deposit?

Background and Evidence

This tenancy started on January 1, 2013 as a 1 year fixed term tenancy with an expiry date of December 31, 2014 and then the tenancy renewed on a month to month basis. Rent was \$950.00 per month payable on the 1st day of each month. The Tenant paid a security deposit of \$475.00 at the start of the tenancy. This tenancy ended in June

2017. A move in condition inspection report was completed on January 1, 2013 and no move out report was completed with the Tenant as the Tenant move out with out notice.

The Landlord said the Tenant had an unauthorized pet in the unit that damaged the rental unit by urinating on the carpets. As a result the Landlord had to replace the carpets in the unit at a cost of \$2,992.00 plus \$200.00 for removal costs. As well the Landlord said the Tenant did not return a FOB which cost \$40.00 to replace and the Landlord had to replace the locks on the unit at a cost of \$51.64. The Landlord said the damages add up to \$3,384.14 including the recovery of the filing fee of \$100.00. The Landlord continued to say that they do not know where the Tenant is or how to contact her so he would accept \$475.00 the amount of the Tenant's security deposit as full settlement of his claims.

Analysis

Section 37 of the Act says:

- (2) When a tenant vacates a rental unit, the tenant must
 - (a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and
 - (b) give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

I accept the Landlord's undisputed testimony and submitted evidence that the Tenant and her pet caused damage to the rental unit. Further I accept the Landlord's request to retain the Tenant's security deposit as full settlement of the Landlord's claims.

I order the Landlord to retain the Tenant's security deposit of \$475.00 as full settlement of the Landlord's application.

Conclusion

The Landlord is order to retain the Tenant's security deposit of \$475.00 as full settlement of the Landlord's application.

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: January 22, 2019

Residential Tenancy Branch