

DECISION

Dispute Codes: MNSD, FF

This hearing dealt with an application by the landlord for a monetary order to keep part of the security deposit. Despite having being served with the application for dispute resolution and notice of hearing, the tenant did not attend the conference call hearing.

On September 17, 2007, the landlord collected from the tenant a security deposit in the amount of \$450.00. On September 25, 2007, a move-in condition inspection was done and the report was signed by both the landlord and tenant. On October 1, 2007, the tenant began her tenancy.

On July 31, 2008, the tenant ended her tenancy. On the same day at 4 pm, the landlord arrived at the rental unit to do a move-out inspection with the tenant. The tenant said that she was not ready. At 6 pm, the landlord returned but the tenant was still not ready. Sometime during the night, the tenant moved out. The next day, the landlord reached the tenant on the phone. The tenant declined to return to do a move-out inspection with the landlord citing that she was too far away. On August 6, 2008, the landlord called the tenant again, requesting for her to pick up items that were left in the shed in the yard. Again, the tenant declined. Subsequently, the landlord tried to reach the tenant by phone on three separate occasions on August 7, 11 and 12. On the last occasion, the landlord found the tenant's phone to be disconnected. Based on the above, I find that the landlord has given the tenant more than two opportunities to do a move-out inspection together.

The landlord is claiming a total of \$403.25 comprised of the followings.

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|-----------------|----------|
| Carpet cleaning | \$131.25 |
| Cleaning | \$ 24.00 |
| Dump run | \$100.00 |

| | |
|------------------|----------|
| Repair to carpet | \$ 63.00 |
| Yard cleanup | \$ 60.00 |
| Shed cleanup | \$ 25.00 |

The landlord's claim is well supported by various documents including a move-in condition report, detailed move-out inspection notes, chronological notes on conversations between the landlord and tenant, the house rental agreement which states that the tenant was responsible for cleaning the front and back yards and receipts for each item claimed. I have also accepted all of the landlord's testimony as credible and trustworthy as she testified in a straightforward and consistent manner during the hearing.

Based on all of the above, I find that the landlord has established a claim for damages in the amount of \$403.25. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain \$453.25 from the \$457.28 security deposit and interests. The landlord is to return to the tenant the balance due of \$4.03.

Dated October 14, 2008.