

DECISION

Dispute Codes MND, MNDC, MNSD, FF

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, seeking monetary orders for compensation under the Act or tenancy agreement, to keep all of the security deposit, and for damages to the unit.

The Agent for the Landlord provided affirmed testimony and documentary evidence in support of the claim.

The Landlord served the Tenant with the Notice of Hearing and Application for Dispute Resolution by registered mail, sent on June 11, 2009. The Act deems these documents were served five days after mailing, and therefore, I find the Tenant has been served in accordance with the Act. Despite this, the Tenant did not participate in the hearing.

Issues(s) to be Decided

Is the Landlord entitled to the monetary relief sought?

Background and Evidence

The tenancy began on May 15, 2007, and the Tenant paid the Landlord a security deposit of \$245.00 on that date.

At the end of the tenancy, the Landlord and Tenant reviewed the condition of the unit. There was a broken window in the unit, which had been damaged by the Tenant. The Tenant agreed in writing that the Landlord could retain \$40.00 from the security deposit for the window repair.

When the Tenant vacated the unit he left behind a large, non-functioning, deep freezer. There was also damage done to the faucet set, as the Tenant apparently removed the center spout.

The Landlord claims for **\$265.51** in total compensation for all the repairs and removal of the freezer.

Analysis

Based on the foregoing, the affirmed testimony and evidence, and on a balance of probabilities, I find as follows:

I find the Tenant has breached the Act by failing to remove property and by damaging the rental unit and not repairing it prior to vacating. The Landlord is entitled to the monetary compensation sought.

The Agent for the Landlord agreed to waive any difference between the compensation sought and the security deposit and interest held.

Therefore, I allow the Landlord to keep the security deposit and interest of **\$251.04** in full and final satisfaction of the claim, including the filing fee.

Conclusion

The Tenant breached the Act.

The Landlord shall keep the security deposit and interest in full and final satisfaction of the claim.

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: October 07, 2009.

Dispute Resolution Officer