



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION

Dispute Codes: MNSD, MNDC, FF

This hearing dealt with an application by the landlord for a monetary order to keep the security deposit and a monetary order for money owed and compensation for damages or loss under the Act, regulation or tenancy agreement. Despite having been served with the application for dispute resolution and notice of the hearing by registered mail, the tenant did not participate in the conference call hearing.

During the hearing, the landlord amended her claim for late charges to \$25.00.

On March 2, 2005, the tenant paid a security deposit in the amount of \$250.00. On April 1, 2005, the tenant began his tenancy with an obligation to pay a monthly rent in the amount of \$500.00 due in advance on the first of each month. On October 1, 2007, the monthly rent was increased to \$520.00

The tenant failed to pay the July 2008 rent. On July 8th, the landlord served the tenant with a notice to end tenancy for unpaid rent. On July 15th, the tenant ended his tenancy.

During the hearing, the landlord said that from July 15th onward, she had asked the tenant several times on the telephone to participate in a move-out inspection. The tenant declined. On July 18th, the landlord did a move-out inspection and completed a report without the tenant. On the same day, the tenant gave the landlord permission to retain from his security deposit, cleaning and steam cleaning charges.

The landlord is claiming a total of \$1014.50 comprised of \$200.00 rent arrears, \$789.50 cleaning and repair costs, and \$25.00 late payment charges.

After the hearing, the landlord faxed in to the Residential Tenancy Branch, receipts and further explanations in support of her claim for the cleaning and repair costs. I note that page 3 of the landlord's written explanation was mostly blank. Based on these documents and explanations, I am allowing all of the landlord's claims for cleaning and repair costs except for the \$150.00 charges for the repair of the linoleum floor in the hallway and \$75.00 charges for repair of the carpet of the bottom steps and \$30.00 to replace the light cover from hood fan above the stove. I am disallowing the landlord's claim for these three items as there are no receipts or explanations for them.

I am also allowing the landlord's claim for \$25.00 late payment charges as such charges are stipulated in tenancy agreement dated March 2, 2005.

I find that the landlord has established a claim for \$759.50 comprised of \$200 rent arrears, \$534.50 cleaning and repair costs and \$25.00 late filing charges. The landlord is also entitled to recover the \$50.00 filing fee for this application. I order the landlord to retain the tenant's security deposit and interest in the amount of \$257.96 in partial satisfaction of her claim. I grant the landlord an order under section 67 for the balance due of \$551.54. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated October 06, 2008.