

# Dispute Resolution Services

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

## **Decision**

**Dispute Codes:** MNDC MNR MNSD FF

## **Introduction**

This hearing dealt with an application by the landlord for a monetary order to recover costs for loss and damage in respect to an end of tenancy and in so doing retain the security deposit in partial satisfaction of the monetary claim. The landlord's claim is also inclusive of recovery of the filing fee associated with this application. Despite having been served with the application for dispute resolution and notice of hearing, along with supporting documentation, by registered mail the tenant did not participate in the conference call hearing today.

At the outset of the hearing the landlord clarified the application's request for a monetary order for unpaid rent was in fact not applicable, so I dismiss this portion of the application.

## **Issue(s) to be Decided**

Is the landlord entitled to the monetary amounts claimed?

## **Background and Evidence**

The tenancy began on July 1, 2007. The tenant vacated the rental unit October 31, 2008. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$310. The landlord gave testimony and provided evidence to show the tenant was offered two (2) opportunities to schedule and conduct an end of tenancy condition inspection but the tenant did not participate in either. The tenant

provided a forwarding address and was subsequently provided with a copy of the end of tenancy condition inspection report.

The landlord explained and provides evidence for the following costs, by way of receipts, incurred by the landlord subsequent to the tenant vacating the rental unit:

1. Suite cleaning	\$274.50	
2. Carpet cleaning	\$84.00	
3. Repair to toilet seat and handle	\$20.00	
4. Bedroom blinds	\$40.00	<b>Total    \$418.50</b>

### **Analysis**

The tenant has not applied for dispute resolution to dispute the notice.

I find the tenant was offered 2 opportunities to arrange and conduct an end of tenancy out inspection but declined; therefore, as per section 36(1) of the Residential Tenancy Act, the tenant's right to the security deposit is extinguished. I further find that the landlord's claim for costs above the amount of the security deposit is reasonable and supported by documentary evidence in the form of receipts.

I find that the landlord has established a claim for \$418.50 for damage and loss. I also find the landlord is entitled to recovery of the \$50.00 filing fee, for a total monetary claim entitlement of **\$468.50**.

### **Conclusion**

I order that the landlord retain the deposit and interest of \$316.78 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$151.72**. If required, this order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated December 12, 2008