



# Dispute Resolution Services

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

## **Decision**

**Dispute Codes:** MND MNSD FF

## **Introduction**

This hearing was scheduled in response to the Landlord's Application for Dispute Resolution, in which the Landlord has made application for a monetary Order for damage to the rental unit, to retain all or part of the security deposit, and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

The Agent for the Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to both Tenants via registered mail at their mailing address noted on the Application, on November 15, 2008. Two tracking numbers were provided. The Canada Post website shows that one of the packages was delivered on November 18, 2008 and the second package was delivered on November 21, 2008. These documents are deemed to have been served in accordance with section 89 of the *Act*, however the Tenant did not appear at the hearing.

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

The issues to be decided are whether the Landlord is entitled to a monetary order for damage to the rental unit; to retain all or part of the security deposit; and to recover the filing fee for the cost of this Application for Dispute Resolution.

## **Background and Evidence**

The Agent for the Landlord stated that this tenancy began on April 01, 2006 and ended on October 31, 2008. The Agent stated that the Tenant paid monthly rent of \$948.00 at the end of the tenancy; that the Tenant paid a security deposit of \$440. 00 and a key deposit of \$50.00 on March 28, 2006.

The Landlord is seeking compensation, in the amount of \$300.00 for cleaning the rental unit and \$100.00 for removing garbage that was left behind by the Tenant. The Landlord submitted photographs that show the rental unit required significant cleaning and garbage removal. The Landlord submitted a receipt that establishes that these expenses were incurred.

The Landlord is seeking compensation, in the amount of \$103.00, for cleaning the carpet, which the Agent stated required cleaning at the end of the tenancy. The Landlord submitted a receipt that establishes that this expense was incurred.

The Landlord is seeking compensation, in the amount of \$107.10, for cleaning the blinds, which the Agent stated required cleaning at the end of the tenancy. The Landlord submitted a receipt that establishes that this expense was incurred.

The Landlord is seeking compensation, in the amount of \$50.00, for filling, primary and painting a burn mark on the wall, which the Agent for the Landlord believes may have been caused by a candle. The Landlord submitted a receipt that establishes that this expense was incurred.

## **Analysis**

The evidence shows that that the Tenant failed to comply with section 37(2) of the *Act* when the Tenant failed to remove their garbage and leave the rental unit reasonably clean at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*, which in these circumstances is \$400.00.

In the absence of evidence to the contrary, I find that the Tenant failed to comply with section 37(2) of the *Act* when the Tenant did not clean the carpets and the drapes at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*, which in these circumstances is \$210.10.

In the absence of evidence to the contrary, I find that the Tenant failed to comply with section 37(2) of the *Act* when the Tenant did not repair damage to the rental unit. I therefore find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*, which in these circumstances is \$50.00.

I find that the Landlord's application has merit, and I find that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

I find that the Landlord is entitled to retain the Tenant's security deposit plus interest, in the amount of \$506.73, in partial satisfaction of the monetary claim.

## **Conclusion**

I find that the Landlord has established a monetary claim, in the amount of \$710.10, which is comprised on \$660.10 in damages and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. The Landlord will be retaining the Tenant's security deposit plus interest, in the amount of \$506.73, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the amount \$203.37. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Date of Decision: December 30, 2008.