

# Dispute Resolution Services

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

## Decision

Dispute Codes: MND, MNR, MNDC, FF

## Introduction

This hearing dealt with an application by the landlord for a monetary order. Despite having been served with the notice of hearing and application for dispute resolution by registered mail on February 11, the tenants did not participate in the conference call hearing.

## Issue(s) to be Decided

Is the landlord entitled to a monetary order as requested?

## Background and Evidence

The landlord's agent testified that the tenancy began on November 3, 2007. The rental rate was set at \$1,070.00 per month and a security deposit of \$535.00 was collected. . The landlord's agent testified that the tenants gave notice on August 31 that they would be vacating the unit on September 30 and did not pay rent in the month of September. On November 27, 2008 the tenants signed a written statement by which they agreed that the landlord could retain the security deposit in partial satisfaction of amounts owing.

The landlord's agent testified that the tenants failed to clean the rental unit at the end of the tenancy and left furniture and other items in the unit. The agent further testified that the tenants had kept a python in the unit and had let it roam freely about the apartment, and had placed mulch in a closet for it to nest. Bottle caps were affixed to the ceiling and some damage was done to walls. The tenants failed to return keys at the end of the tenancy.

The landlord seeks to recover \$1,070.00 in unpaid rent, a \$20.00 late payment fee pursuant to the terms of the tenancy agreement, \$228.00 for cleaning, \$120.75 for

carpet cleaning, \$175.00 for painting, \$20.00 for repairs, \$15.00 for the cost of processing photographs, \$40.00 for drape cleaning, \$183.75 for hauling away abandoned furniture and other items and \$75.00 for replacing the locks. The landlord provided invoices showing what was paid for each of the aforementioned services and photographs showing the condition of the rental unit at the end of the tenancy.

### Analysis

I accept the undisputed testimony of the landlord's agent and find that the landlord has established this claim as outlined below.

|                  |                   |
|------------------|-------------------|
| September rent   | \$1,070.00        |
| Late payment fee | \$ 20.00          |
| Cleaning         | \$ 228.00         |
| Carpet cleaning  | \$ 120.75         |
| Drape cleaning   | \$ 40.00          |
| Painting         | \$ 175.00         |
| Repairs          | \$ 20.00          |
| Hauling          | \$ 183.75         |
| Locks            | \$ 75.00          |
| Filing fee       | \$ 50.00          |
| <b>Total:</b>    | <b>\$1,982.50</b> |

I deny the landlord's claim for the cost of processing photographs as the only litigation-related expense I empowered to award under the Act is the cost of the filing fee.

### Conclusion

I order that the landlord retain the deposit and interest of \$544.97 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1,437.53. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated April 15, 2009.