

Dispute Resolution Services

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

DECISION AND REASONS

Dispute Codes: OPR, MNR, MNSD, MND, MNDC, FF

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for an order of possession and a monetary order for unpaid rent, cleaning and repair costs and the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her monetary claim.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The landlord withdrew her application for an order of possession as the tenant had moved out on June 12, 2009. Therefore, this hearing only dealt with the landlord's monetary claim for rental arrears, cost of repairs and cleaning, filing fee and to retain the security deposit.

Issues to be decided

Is the landlord entitled to a monetary order to recover unpaid rent, cost of repairs and cleaning and the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The landlord testified that the tenancy started on July 01, 2005. The monthly rent was \$650.00 payable in advance on the first of each month. The tenant paid a security deposit in the amount of \$290.00.

The tenant owed \$36.68 for the month of May and failed to pay rent for June 2009. On June 02, 2009, the landlord served the tenant with a ten day notice to end tenancy. The tenant did not dispute the notice and moved out on June 12, 2009. The tenant agreed that she owed the landlord a total of \$686.68 in outstanding rent.

On January 23, 2009, the tenant's children created a flood type situation which resulted in significant water damage to the rental unit and the unit below. This damage required professional restoration. In addition, the tenant left the unit in a condition that required repairs and cleaning. The landlord filed photographs and invoices to support her claim.

The tenants took responsibility for the actions of their children and agreed to the following items of the landlord's claim:

1.	Rent for June (\$650.00) and May (\$36.68)	\$686.68
2.	Water damage repairs	\$1943.87
3.	Cleaning	\$240.00
4.	Replace Blinds	\$40.00
5.	Carpet Cleaning	\$435.75
6.	Cleaning Supplies	\$60.00
7.	Prepare and paint walls	\$300.00
8.	Labour	\$40.00
	Total	3,746.30

Analysis

The tenants agreed to the landlord's claim of \$3,746.30 for rental arrears plus repair and cleaning costs. The landlord has proven her case and is also entitled to the recovery of the filing fee of \$50.00.

I order that the landlord retain the security deposit of \$290.00 and accrued interest of \$10.27 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$3,496.03. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order for **\$3,496.03**.

Dated July 29, 2009.

Dispute Resolution Officer