

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, 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 rent, cost of repairs and the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his monetary claim.

The notice of hearing dated May 28, 2009 was served on the tenant on June 01, 2009, by registered mail. The landlord filed tracking numbers. Despite having been served the notice of hearing, the tenants did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions

Since the tenant had moved out on May 15, 2009, the landlord withdrew her application for an order of possession. Therefore, this hearing only dealt with the landlord's monetary claim for rent, 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 rent, cost of repairs and the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The landlord testified that the tenancy started on January 09, 2009. The monthly rent was \$725.00 payable in advance on the first of each month. Prior to moving in the tenant paid a security deposit in the amount of \$362.50 and a key deposit of \$60.00. The tenants failed to pay rent for May and the landlord served a ten day notice to end tenancy for unpaid rent. The tenant moved out on May 15, 2009 without paying rent and without cleaning the rental unit. The landlord found damage to the drywall, stains on the carpet, dirty appliances, garbage left behind and scuff marks on the walls.

The landlord has submitted a copy of the move out inspection report, photographs of the damage, receipts for costs incurred to fix the damage and clean the rental unit and a copy of a returned cheque to support the landlord's claim that the tenant did not pay rent for May. The landlord is claiming the following:

1.	Rent for May 2009	\$725.00
2.	Repair to walls	\$170.62
3.	Cleaning	\$94.50
4.	Carpet cleaning	\$89.25
5.	Filing fee	\$50.00
	Total	\$1,129.37

Analysis

In the absence of evidence to the contrary, I find that the tenant owes \$725.00 for rent for May. I also find that the landlord is entitled to costs incurred by her for repair to the walls and cleaning. The landlord has proven her case and is therefore also entitled to the recovery of the filing fee in the amount of \$50.00.

The landlord has established a total claim of \$1,129.37. I order that the landlord retain the security deposit of \$362.50, and the key deposit of \$60.00 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 \$706.87. 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 **\$706.87**.

Dated July 10, 2009.

Dispute Resolution Officer