



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This matter dealt with an application by the Landlord for compensation for cleaning expenses and damages to the rental unit as well as to recover the filing fee for this proceeding. The Landlord also applied to keep the Tenant's security deposit.

The Landlord served the Tenant with a copy of the Application, Notice of Hearing and evidence package (the "hearing package") by registered mail on April 23, 2009. According to the Canada Post online tracking system, the Tenant received the hearing package on April 24, 2009. I find that the Tenant was served as required by s. 89 of the Act and the hearing proceeded in his absence.

Issues(s) to be Decided

1. Is the Landlord entitled to compensation for damages and if so, how much?
2. Is the Landlord entitled to keep the Tenant's security deposit?

Background and Evidence

This tenancy started on May 15, 2007 and ended on November 30, 2008. Rent was \$650.00 per month. The Tenant paid a security deposit of \$325.00 on May 15, 2007.

The Landlord said that during the tenancy the Tenant caused damages to a kitchen sink and bedroom door and that they had to be replaced. The Landlord claimed that repairs also had to be made to closet doors in a bedroom and cabinet doors in the bathroom and kitchen which the Tenant damaged. The Landlord also claimed expenses for blind and carpet cleaning. In support of his claim for these expenses, the Landlord provided a copy of a condition inspection report and invoices for the repairs and cleaning expenses in question. The Landlord also provided a copy of the tenancy agreement, a term of which requires the Tenant to have the carpets and window coverings professionally cleaned at the end of the tenancy.

Analysis

Section 37 of the Act says that at the end of a tenancy, the Tenant must leave the rental unit clean and undamaged except for reasonable wear and tear. In the absence of any evidence from the Tenant to the contrary, I find that the Tenant was responsible for the



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damages in question and as a result, the Landlord is entitled to be compensated for the following items:

Carpet cleaning:	\$63.00
Blind cleaning:	\$50.00
Sink replacement:	\$136.50
Bedroom door replacement:	\$280.89
Other repairs:	\$138.07
Filing fee:	<u>\$50.00</u>
Total:	\$718.46

I order the Landlord pursuant to s. 38(4) of the Act to keep the Tenant's security deposit plus accrued interest of \$8.01 in partial payment of the damage award. The Landlord will receive a monetary order for the balance owing.

Conclusion

A monetary order in the amount of **\$385.45** has been issued to the Landlord and a copy of it must be served on the Tenant. If the amount is not paid by the Tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced as an order of that court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: July 16, 2009.

Dispute Resolution Officer