

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, seeking to retain the security deposit and interest in partial satisfaction of the claim, and to receive a monetary order for the balance due under the tenancy agreement and Act.

The Landlord served the Tenant with the Notice of Hearing and Application for Dispute Resolution by registered mail, sent on April 22, 2009, and deemed served under the Act five days later. The registered mail went unclaimed by the Tenant and she did not appear at the hearing.

The Landlord submitted documentary evidence and provided affirmed testimony at the hearing.

Issues(s) to be Decided

Is the Landlord entitled to the monetary compensation sought?

Background and Evidence

The tenancy began on March 1, 2004, and ended on March 31, 2009.

The Tenant had caused two floods in the unit and was issued a one month Notice to End Tenancy for cause. The Tenant provided the Landlord with a verbal notice she would vacate, and wrote "last months rent" on her final rent cheque.

The Landlord claims that when the Tenant vacated the unit there was damage to repair and cleaning to be done.

The Landlord seeks compensation of \$50.00 for cleaning window covers, \$75.00 for cleaning the unit, \$50.00 to repair damage to trim, \$150.00 to repair water damage to kitchen cabinets and replace two doors, \$150.00 to repair water damage to the suite below the rental unit, and \$35.00 to repair broken fireplace tiles.

The Tenant paid a security deposit of \$342.50 on March 1, 2004, and failed to attend for the final condition inspection report. The Landlord provided a final opportunity to attend the inspection in accordance with the Act, and therefore, the Tenant may not claim against the security deposit.

Analysis

Based on the foregoing, the evidence, the photographs and the affirmed testimony provided, and on a balance of probabilities, I find that the Landlord's claim should be allowed.

I find that the Landlord has established a total monetary claim of **\$560.00** comprised of the above described claims and the \$50.00 fee paid by the Landlord for this application.

I order that the Landlord retain the deposit and interest of **\$354.63** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$205.37**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The Landlord's claim is allowed. The Landlord may retain the security deposit and interest in partial satisfaction of the claim, and an order is granted to the Landlord for the balance.

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: August 05, 2009.

Dispute Resolution Officer