

Dispute Codes: MND; MNSD; FF

Introduction

This is the Landlord's application for a Monetary Order for damages; to retain the security deposit in partial satisfaction of a monetary award; and to recover the cost of the filing fee from the Tenant.

I reviewed the evidence provided prior to the Hearing. The Landlord gave affirmed testimony and the Hearing proceeded on its merits.

Issues to be Decided

- Is the Landlord entitled to a Monetary Order, and if so, in what amount?

Background and Evidence

The Landlord gave the following testimony:

On July 13, 2009, the Landlord mailed the Notice of Hearing documents to the Tenant, by registered mail, to the Tenant's forwarding address. The Landlord provided a copy of the registered mail receipt and tracking number in evidence.

On October 16, 2009, the Landlord mailed copies of the evidence to the Tenant, by registered mail, to the Tenant's forwarding address.

Monthly rent was \$1,300.00. The Tenant paid a security deposit in the amount of \$650.00 on September 24, 2008. The Tenant moved out of the rental unit at the end of June, 2009.

The Tenant did not shampoo the carpets, or clean the rental unit properly at the end of the tenancy. The Landlord also incurred costs for hauling garbage to the dump that was left behind by the Tenant. The Landlord had to replace the locks for the rental unit, and make repairs to a door and window.

The Landlord provided a list of damages, as follows:

Damaged item	Cause of damage	Cost to Landlord
Cleaning carpets, kitchen, etc.	Tenant did not shampoo carpets or clean the rental unit properly on vacating	\$400.00
Rental of machine	Required to shampoo carpets	\$70.46
Replace locks		\$59.87
Dump fees	Cost to dispose of garbage left by Tenant	\$48.90
Cleanup and hauling	Labour for disposing of garbage	\$100.00
Damages	Cost to make repairs to the rental unit, damages caused by Tenant	\$300.00
Postage	Cost to mail Notice of Hearing documents	\$10.07
Photographs	Cost to have photographs printed	\$22.14
TOTAL		\$1,011.44

The Landlord testified that the Tenant and the Landlord performed a move-in inspection at the beginning of the tenancy. The Landlord testified that the Tenant's son and the Landlord's agent performed a move-out inspection after the Tenant moved out. A copy of the move-in inspection report was not provided in evidence. A copy of the move-out inspection was provided in evidence, signed by the Tenant's son. The Landlord provided photographs of the rental unit immediately after the Tenant moved out, along with receipts for some of the damages claimed by the Landlord.

Analysis

I am satisfied that the Tenant was duly served with the Notice of Hearing documents, by registered mail, to the Tenant's forwarding address. Service in this manner is deemed to be effected five days after mailing the documents. Despite being deemed served with the Notice of Hearing documents, the Tenant did not sign into telephone conference and the Hearing continued in her absence.

The Landlord did not provide documentary evidence to support her claim for replacing the locks and general damages. There was no move-in inspection report provided to prove the state of repair of the rental unit when the Tenant moved in. Therefore, the Landlord's application for compensation with respect to these items is dismissed without leave to reapply. I decline to award the Landlord compensation for the cost of the registered mail and developing the photographs, as this is the cost of doing business.

Based on the undisputed testimony and the evidence provided by the Landlord, I am satisfied that the Landlord is entitled to a monetary award for cleaning, shampooing the carpets, rental of the carpet shampooer, clean up of the garbage, and dump fees.

The Landlord has been partially successful in her application and is entitled to recover the cost of the filing fee from the Tenant.

The Landlord is entitled to retain the security deposit, together with accrued interest, to be applied towards partial satisfaction of her monetary award.

The Landlord has established a monetary claim, as follows:

Labour costs for shampooing the carpets and general cleaning	\$400.00
Cost of renting carpet shampooer	\$70.46
Labour costs for disposing of garbage left by Tenant	\$100.00
Dump fees	\$48.90
Recovery of filing fee	\$50.00
Subtotal	\$669.36
Less security deposit and accrued interest of \$2.66	-\$652.66
Total Monetary Award after set-off of security deposit	\$16.70

Conclusion

I hereby grant the Landlord a Monetary Order in the amount of \$16.70 against the Tenant. This Order must be served on the Tenant and may be filed in the Provincial Court of British Columbia (Small Claims) 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: November 9, 2009.
