

DECISION

Dispute Codes: MND, MNSD and FF

Introduction

This application was brought by the landlord seeking a Monetary Order for cleaning of the rental unit following the end of the tenancy, recovery of the filing fee for this proceeding and authorization to retain the tenants' security deposit in set off against the balance owed.

Despite having been served with the Notice of Hearing by registered mail sent on August 14 2009, the tenants did not call in to the number provided to enable Their participation in the telephone conference call hearing. Therefore, it proceeded in their absence.

Issues to be Decided

This application requires a decision on whether the landlord is entitled to a Monetary Order for the items claimed, the filing fee and authorization to retain the security deposit in set off.

Background, Evidence and Analysis

This tenancy began on or about September 1, 2008 and ended on July 31, 2009. Rent was \$835 per month and the landlord holds a security deposit of \$417.50 paid on or about September 1, 2008.

During the hearing, the landlord submitted into evidence a list of items requiring cleaning that was provided to the tenants prior to their leaving, and now claims for those items not done.

In advising the tenants of the claims, the landlord noted that the landlord had absorbed costs for wall repairs, painting, fan hood replacement, carpet burns and sink replacement to a total of \$530.

However the landlord does make claim for the following items and I find as follows:

General Cleaning - \$300. The landlord gave evidence that the rental unit required extra cleaning because the tenants had smoked in the rental unit contrary to the rental agreement. This claim is allowed in full.

Carpet Cleaning - \$84. This claim was supported by a receipt and it is allowed in full.

Blind cleaning - \$81.90. This claim was supported by a receipt and it is allowed in full.

Disposal fee - \$35. This claim is allowed in full.

Filing fee - \$50. Having found merit in the landlord's application, and taking into account that the tenants were offered and declined the opportunity in writing to relinquish the security deposit, I find that the landlord is entitled to recover the filing fee for this proceeding from the tenants.

Security Deposit – (\$417.50). I find that the landlord is entitled to retain the security deposit in set off against the balance owed.

Thus, I find the tenants owe the landlord an amount calculated as follows:

General cleaning	\$300.00
Carpet cleaning	84.00
Blind cleaning	81.90
Disposal fee	35.00
Filing fee	50.00
Sub total	\$550.90
Less retained security deposit	- 417.50
Less interest (September 1, 2008 to date)	- 2.09
TOTAL	\$131.31

Conclusion

In addition to authorization to retain the tenants' security deposit with interest in set off, the landlord's copy of this decision is accompanied by a Monetary Order for \$131.31, enforceable through the Provincial Court of British Columbia, for service on the tenants.