

DECISION AND REASONS

Dispute Codes: *MNSD, MNR, MND, MNDC, FF*

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid utilities, cleaning and repair costs and the filing fee. The landlord applied to retain a portion of the security deposit in satisfaction of his claim.

The landlord testified that he served the notice of hearing on the tenant by registered mail and provided a tracking number. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for unpaid utilities, cleaning and repair costs and for the filing fee? Is the landlord entitled to retain a portion of the security deposit?

Background and Evidence

The landlord testified that the tenancy started on June 01, 2008. Prior to moving in, the tenant paid a security deposit of \$750.00. The monthly rent was \$1,700.00 payable on the first day of each month. The tenant moved out on June 30, 2009 without paying his utility bill. Soon after the landlord served the tenant with the notice of hearing, the tenant paid his dues directly to the utility company.

The landlord has filed photographs of damage to the flooring and a signed statement from the new occupant about the condition of the unit. The statement confirms that the damage to wood flooring is extensive in one area and will reduce the value of the home, as it is unsightly. The landlord is claiming \$300.00 towards fixing the damage.

The tenant had hired a cleaning lady but the hours he paid for, were not adequate and the landlord had to use her services for an additional four hours at a cost of \$80.00. The tenant had agreed to a deduction of \$150.00 to be made to his security deposit for painting. The landlord stated that despite several reminders, the tenant did not return the garage door remote opener and the landlord incurred a cost of \$75.00 to replace it.

The landlord is claiming the following:

1.	Cleaning costs	\$80.00
2.	Repair of flooring	\$300.00
3.	Replace garage door opener	\$75.00
4.	Painting	\$150.00
5.	Filing fee	\$50.00
	Total	\$655.00

Analysis

Based on the documentary and oral evidence of the landlord and in the absence of any contradictory evidence from the tenant, I find that the landlord has established his claim for cleaning, repairs and to replace the garage door opener. The tenant agreed to a deduction of \$150.00 for painting. The landlord has proven his case and therefore is also entitled to the filing fee of \$50.00.

I order that the landlord retain \$655.00 from the security deposit of \$750.00 and accrued interest of \$24.96 in satisfaction of his claim and accordingly, the landlord must return \$119.96 to the tenant.

Conclusion

The landlord has established a claim of \$655.00 and may retain this amount from the security deposit.

Dated November 06, 2009.

Dispute Resolution Officer