



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

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

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for the cost of repairs and the filing fee. The landlord applied to retain the security deposit in partial satisfaction of her claim.

The landlord testified that she served the notice of hearing by registered mail to the tenant, at the forwarding address provided by the tenant. The landlord 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 the cost of repairs and for the filing fee?  
Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The landlord testified that the tenancy started on April 01, 2008 and ended on January 31, 2009. Prior to moving in, the tenant paid a security deposit of \$300.00. The monthly rent was \$600.00 payable on the first day of each month.

The landlord testified that the suite was fully renovated prior to the tenant moving in. The tenant did not clean the unit prior to moving out and left the unit in a messy condition and in need of repairs. The landlord filed photographs which show damage to the walls and carpet, dirty appliances and abandoned furniture. The landlord is claiming a total of \$705.99 to replace damaged carpet, fix the damaged walls, paint, remove garbage and furniture and clean the unit.

The landlord filed an invoice report as evidence to support her claim.

### **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 tenant caused damage to the rental unit and failed to clean the unit prior to moving out. I find that the landlord is entitled to the cost of repairs and cleaning in the amount of \$705.99. Since the landlord has proven her case, she is also entitled to the filing fee of \$50.00.

I order that the landlord retain the security deposit of \$300.00 and accrued interest of \$3.38 in satisfaction of the claim and accordingly, I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$452.61. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the landlord a monetary order in the amount of **\$452.61**.

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: December 04, 2009.

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Dispute Resolution Officer