



# 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 was convened in response to an application by the landlord for a Monetary Order for damages to the unit, to recover costs for cleaning the unit of abandoned furniture and garbage, and an order to retain the security deposit in partial satisfaction of the monetary claim. The landlord also applied to recover the filing fee for this application.

I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing.

### **Issue(s) to be Decided**

Is the landlord entitled to the monetary amounts claimed?

Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The tenancy began on January 31, 2009 and ended September 28, 2009 when the tenant vacated. Rent in the amount of \$860 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$430 which the landlord still retains.

The undisputed testimony and evidence of the landlord is as follows. The tenant vacated on September 28, 2009 leaving behind a note stating they were leaving some of their belongings behind due to a bed bug infestation which they discovered in the week before they vacated – and taking responsibility for the infestation. The landlord testified the suite was left full of garbage, furniture and in need of some small repairs and repainting as well as extensive cleaning, including the carpets. The landlord submitted into evidence a quantum of receipts totalling \$597 for garbage removal, cleaning, carpet cleaning, small repairs and specialized removal of items..

### **Analysis**

Based on the landlord's testimony and evidence submitted, I find the landlord is entitled to recover their claimed costs of \$597. The landlord verbally amended their application to reflect their satisfaction with retention of the security deposit as final and in full satisfaction of their monetary claim, inclusive of the filing fee for their application.

### **Conclusion**

**I order** that the landlord retain the security deposit and interest of **\$430** in full satisfaction of this claim.

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*.

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