

## **DECISION**

Dispute Codes      MND, MNR, MNSD, MNDC, FF

### Introduction

This is an application by the Landlord for a monetary order for damage to the unit, unpaid rent, to keep the security deposit, for compensation for damage or loss under that Act and the recovery of the filing fee.

The Landlord attended by conference call and gave undisputed affirmed testimony. The Tenant did not attend.

### Issues(s) to be Decided

Is the Landlord entitled to a monetary order for damage to the unit, unpaid rent, for compensation for damage or loss under the act and to keep the security deposit?

### Background and Evidence

This Tenancy began on October 1, 2009 on a fixed term until September 30, 2010. The monthly rent is \$800.00 payable on or before the 1<sup>st</sup> of the month. A security deposit of \$400.00 was made on September 9, 2009.

The Landlord states that the tenancy ended on March 4, 2010, when the Tenant vacated the rental unit after being served with a 10 day notice to end tenancy for unpaid rent on March 2, 2010. The Landlord is seeking a monetary order for unpaid rent for March 2010 for \$800.00, a late rent payment fee for \$25.00 and \$250.00 for the lease break term. The Landlord has provided a copy of the move in and move out condition inspection report. The Landlord states that the Tenant did not participate in the move out inspection. The Landlord has provided a cleaning charge sheet for 13 hours of labour at \$20.00 per hour, totalling \$260.00. Carpet cleaning costs from Classic Carpet Care totalling \$105.00. The Landlord is claiming \$40.00 for 5 missing light bulbs. A \$60.00 claim for the replacement of 2 sets of blinds in the living room. A 2

hour trip to the dump for \$65.00 including \$5.00 for the dump fee. The replacement of 2 stove elements for \$23.68. Drywall patching and painting for \$40.00. The total monetary amount sought by the Landlord equals \$1,668.68.

### Analysis

I find that the Landlord has established a claim through her undisputed testimony. Based upon the above evidence, I grant the Landlord a monetary order. As the Landlord has been successful in their claim, I grant the Landlords request for \$50.00 in the recovery of the filing fee. I find the cost of 5 missing light bulbs for \$40.00 to be excessive in the Landlord's claim. The Landlord's invoice for replacements show a case of 24 at \$1.69 equals \$40.56. 5 light bulbs @ \$1.69 equal \$8.45, plus PST and GST @ 12% equals \$9.46. I award \$9.46 to the Landlord for the 5 missing light bulbs plus costs as listed above.

I order that the Landlord retain the \$400.00 security deposit in partial satisfaction of the claim and I grant the order under section 67 for the balance due of \$1,288.14. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

I order a monetary order for the Landlord in the amount of \$1,288.14.

The Landlord may retain the security deposit.

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: October 29, 2010.

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Dispute Resolution Officer