



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MND MNSD FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order allowing retention of the security deposit and pet damage deposit in satisfaction of the claim. The landlord has also requested recovery of the \$50.00 filing fee from the tenant. Although served with the Application for Dispute Resolution and Notice of Hearing sent by registered mail on July 7, 2010 the tenant failed to attend the hearing.

### Issues

Is the landlord entitled to a monetary order?

Is the landlord entitled to an order allowing retention of the security deposit?

### Background and Evidence

This tenancy began on November 1, 2010 and was supposed to be for a fixed term ending on August 31, 2010. The rent was \$850.00 per month. A security deposit of \$425.00 and a pet damage deposit of \$300.00 were paid at the start of the tenancy. The tenant vacated the rental unit on June 30, 2010, two months prior to the end of the fixed term. The landlord was able to re-rent the unit for July 1<sup>st</sup> but for the reduced rent of \$800.00 per month.

Ms. P testified that the tenant failed to properly clean the rental unit upon move out and that there was damage to the washing machine. Photos, invoices, advertisements and receipts were submitted by the landlord in support of the claim.

The landlord has already returned the sum of \$113.37 to the tenant thus leaving a balance of \$611.63 in the possession of the landlord.

### Analysis

Section 37 of the Act requires that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear. In the present case, the landlord claims the tenant did not fulfill this requirement

and that it cost \$211.63 to clean and repair the unit and \$300.00 to replace the washing machine. The landlord has also claimed \$100.00 in lost income as a result of the tenant's decision to end the fixed term lease two months early.

In the absence of any rebuttal evidence from the tenant and in consideration of the evidence before me, I am satisfied that the landlord has proved its monetary claim.

### Conclusion

I find that the landlord has established a total monetary claim of \$661.63 comprised of \$211.63 in cleaning and repairs, \$300.00 for a new washing machine, \$100.00 in lost income and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain the deposit in the amount of \$611.63 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$50.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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*.