



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

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 to clean and repair and for the filing fee. The landlord applied to retain the security deposit in partial satisfaction of his claim.

The landlord testified that he 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 cleaning and repair costs 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 July 01, 2008. Prior to moving in, the tenant paid a security deposit of \$462.50. On August 03, 2010 the tenant gave the landlord written notice to end the tenancy effective September 03, 2010 along with her forwarding address. The tenant moved out on sometime prior to August 26, 2010, without informing the landlord.

A move out inspection was conducted on August 26, 2010 in the absence of the tenant. The landlord noted that the unit was left dirty and damaged. He has filed photographs depicting the condition of the unit after the tenant moved out and the move in and move out condition inspection report. The landlord is claiming the costs of cleaning and repairing the unit and has filed a receipt for the expenses he incurred.

The landlord is claiming the following:

1.	Dry cleaning the drapes	\$98.16
2.	General cleaning	\$150.00
3.	Painting and repairing walls and doors	\$200.00
4.	Refinishing hardwood floors	\$100.00
5.	Filing fee	\$50.00
	Total	\$598.16

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 unit and did not clean it prior to moving out. Therefore I find that the landlord is entitled to his monetary claim for the cost of cleaning and repair. Since the landlord has proven his case, he is also entitled to the filing fee of \$50.00.

I order that the landlord retain the security deposit of \$462.50 and accrued interest of \$3.77 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 \$131.89. 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 **\$131.89**

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: January 07, 2011.

Residential Tenancy Branch