



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This hearing dealt with an application by the tenant for a monetary order and a cross-application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlord gave evidence that he served the tenant with a copy of his application for dispute resolution and notice of hearing by registered mail on January 18 to the address for service provided by the tenant on her application for dispute resolution. I was satisfied that the tenant had been properly served with notice of the landlord's claim and the hearing proceeded in her absence.

Issue to be Decided

Is the tenant entitled to a monetary order as claimed?
Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord's undisputed testimony is as follows. The tenancy began on September 1, 2009 and ended on August 31, 2010. The tenant paid a \$425.00 security deposit.

During the tenancy the strata corporation assessed 2 fines against the tenant. The first fine was for \$50.00 for a marijuana smell emanating from the rental unit. The second fine was for \$100.00 for having more than one pet and because one of the pets was a pit bull, which was prohibited under the strata bylaws. The landlord seeks to recover the \$150.00 in strata fines.

The tenant damaged and replaced a door in the rental unit but did not paint the door. The landlord painted the door with 2 coats of paint and repaired the casing. The landlord seeks to recover \$100.00 for his labour and materials.

The tenant failed to steam clean the carpets at the end of the tenancy and the landlord incurred a cost of \$145.60 to have the carpets professionally cleaned, which cost he seeks to recover from the tenant.

At the end of the tenancy both bathtubs in the rental unit were not draining properly. The landlord paid \$150.00 for a plumber to assess the problem and the plumber discovered that the cause was an extreme amount of hair in each of the drains, which he removed. The landlord seeks to recover the cost of the plumber.

The landlord re-rented the unit to new tenants who, after 2 days in the rental unit, complained that the unit was infested with flour beetles which had never been in the rental unit before. The landlord paid \$112.00 for a pest control company to treat the unit and seeks to recover this cost.

The landlord also seeks to recover the \$50.00 filing fee paid to bring his application.

Analysis

I accept the landlord's undisputed testimony and find that the tenant is responsible for the fines assessed against the unit during her tenancy and the costs of painting the door, cleaning the carpets, plumbing and pest control. I find that the landlord should recover his filing fee. I award the landlord \$707.60.

Conclusion

As the tenant did not appear at the hearing to advance her claim, the claim is dismissed without leave to reapply.

The landlord is awarded \$707.60. I order the landlord to retain the \$425.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance of \$282.60. This order may be filed in the Small Claims Division of the Provincial 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*.

Dated: January 28, 2011

Residential Tenancy Branch