



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes:

MNDC, MNSD, MND, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has made application for compensation for damage to the rental unit, damage or loss under the Act, to retain all or part of the security deposit and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The landlord provided affirmed testimony that on October 4, 2010, copies of the Application for Dispute Resolution and Notice of Hearing were sent to the tenant by registered mail to the address provided at the end of tenancy, on September 29, 2010. A Canada Post tracking number was provided as evidence of service.

These documents are deemed to have been served in accordance with section 89 of the Act; however the tenant did not appear at the hearing.

Issue(s) to be Decided

Is the landlord entitled to compensation in the sum of \$226.00?

May the landlord retain a portion of the deposit paid, in satisfaction of the claim for compensation?

Is the landlord entitled to filing fee costs?

Background and Evidence

This tenancy commenced on February 21, 2010 and ended September 29, 2010. A deposit in the sum of \$400.00 was paid at the start of the tenancy.

A copy of the tenancy agreement and condition inspection reports were submitted as evidence. The tenant signed the move-out condition inspection report, disagreeing with the assessment of damage and cleaning that the landlord recorded on the report.

The landlord had an occupant moving in the day after the tenant moved out and was able to locate 2 individuals to assist him in cleaning the baseboards, all of the windows and patio door. The storage room also required cleaning. The tenant left a high number of nail holes in the walls which the landlord plastered. The new occupant was given paint to use on the plastered areas, as the landlord did not have time to complete the work before the new occupant took possession of the unit. The unit had been painted just prior to the tenant moving in; the landlord estimated there were 150 nail holes in the 4 bedroom unit.

The landlord confirmed that the tenant had cleaned the appliances and the carpets, but that she had not left the complete unit reasonably clean.

The landlord supplied copies of 2 receipts for cleaning supplies and paint, in the sum of \$43.78.

The landlord charged 3 hours for his time, in the amount of \$60.00 and 6 hours for the 2 cleaners, in the sum of \$120.00. An additional amount of \$10.00 was claimed for window cleaner and other cleaning items; no receipt was provided for these costs.

Although served with Notice of this hearing, the tenant did not attend to provide testimony in support of her disagreement with the move-out condition inspection report.

Analysis

I find, in the absence of the tenant at this hearing, based on the testimony of the landlord, the condition inspection reports and evidence before me that the landlord is entitled to compensation in the sum of \$226.00; the amount indicated on the Application.

I find that the landlord's application has merit, and I find that the landlord is entitled to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

I find that the landlord is entitled to retain the tenant's security deposit in the amount of \$226.00, in partial satisfaction of the monetary claim.

Residential Tenancy Branch policy suggests that when a landlord claims against the deposit, any balance remaining should be Ordered paid to the tenant. I find this to be a reasonable stance. Therefore, I Order the landlord to return the balance of the deposit, in the sum of \$124.00 to the tenant.

Conclusion

I find that the landlord has established a monetary claim, in the amount of \$276.00, which is comprised of \$226.00 in damages and loss and \$50.00 in compensation for the filing fee paid by the landlord for this Application for Dispute Resolution.

The landlord will be retaining the tenant's security deposit plus interest, in the amount of \$276.00, in satisfaction of the monetary claim.

Based on these determinations I grant the tenant a monetary Order for the balance of \$124.00. In the event that the landlord does not comply with this Order, it may be served on the landlord, filed with the Province of British Columbia 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*.

Dated: February 02, 2011.

Residential Tenancy Branch