

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 cleaning, removal of tenant's belongings, wall repair, painting and the filing fee. The landlord applied to retain the security deposit in partial satisfaction of her claim.

The landlord testified that she served the notice of hearing by registered mail to the tenant, at the forwarding address provided by the tenant. The landlord filed a copy of the tracking slip. 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 some or all of the above? Is the landlord entitled to retain the security deposit?

Background and Evidence

The landlord testified that the tenancy started on November 01, 2008. Prior to moving in, the tenant paid a security deposit of \$925.00. The tenant moved out on September 30, 2010. A few days later the tenant visited the landlord to return the keys. During this meeting, he agreed in writing to allow the landlord to retain the security deposit towards cleaning and painting.

The landlord stated that the tenant left the unit in a dirty condition. He also left behind items of furniture, some inside the unit and others outside by the dumpster. The landlord was informed by the strata to have the items removed or she would be fined. The landlord arranged for the items to be taken to the dump, and for the unit to be cleaned, repaired and painted. The landlord filed receipts to support her claim.

The landlord is claiming the following:

1.	Cleaning	\$495.00
3.	Repair and paint walls	\$1,568.00
4.	Filing fee	\$50.00
	Total	\$2,348.20

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 left the unit in a condition that required cleaning. He also left behind his personal belongings that needed to be disposed of. I find that the landlord has established a claim for cleaning in the amount of \$495.00 and removal of items in the amount of \$235.20.

Section 37 of the *Residential Tenancy Policy Guideline* speaks to the useful life of an item. I will use this guideline to assess the remainder of the useful life of the painting. As per this policy, the useful life of interior painting is four years. The landlord painted portions of the unit in November 2008 and therefore by the end of the tenancy, the painting had approximately two years of useful life left. Accordingly, I find that the landlord is entitled to \$784.00 which is the prorated value of the remainder of the useful life of the painting.

Since the landlord has proven her case, she is also entitled to the filing fee of \$50.00. Overall the landlord has established a claim of 1,564.20

I order that the landlord retain the security deposit of \$925.00 and accrued interest of \$2.31 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 \$636.89. 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 **\$636.89**.

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: February 09, 2011.

Residential Tenancy Branch