



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes:

MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for hydro charges, carpet cleaning, general cleaning and the cost of the application.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on November 16, 2010, the tenant did not appear.

Issue(s) to be Decided

The issue to be determined, based on the testimony and evidence, is whether or not the landlord is entitled to monetary compensation for damages.

Background and Evidence

The landlord testified that the tenancy began in June 2007 and ended on November 1, 2010. The rent was \$710.00 and a security deposit of \$330.00 was paid. No copy of the tenancy agreement was in evidence. The landlord was seeking a monetary order claiming utility charges that reverted back to the landlord in the amount of \$120.48, and attached a copy of the invoice from the company in evidence. The landlord testified that the unit was left in a dirty condition and supplied photos and an invoice showing that \$300.00 was charged, for cleaning and painting, with no other details provided. . No copy of a move-in or a move-out condition inspection report was submitted. The landlord was seeking reimbursement for carpet cleaning for \$145.60 and the \$50.00 cost of filing the application.

Analysis

I find that the landlord is entitled to be reimbursed for the cost of utilities left unpaid by the tenant. Despite the lack of a move-in and move-out condition inspection report, I accept that the landlord is entitled to the cost of cleaning the carpets. With regard to the invoice for painting and cleaning, I find that this does not provide sufficient detail to support the claim. Accordingly, based on the testimony of the landlord, I find that the landlord has established a total monetary claim of \$338.08, comprised of \$120.48 for hydro costs, \$145.60 for carpet cleaning, \$22.00 estimated cleaning supplies and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain the security deposit and interest of \$337.90..

Conclusion

I hereby order that the landlord is entitled to retain the security deposit paid by the tenant in full satisfaction of the landlord's claim.

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: March, 2011.

Residential Tenancy Branch