



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      MNSD, MNDC, FF

### Introduction

This hearing dealt with an application by the landlord to keep all or part of the security deposit, money owed or compensation for damage or loss and recovery of the filing fee. The landlord participated in the conference call hearing but the tenant did not. The landlord presented evidence that the tenant was served with the application for dispute resolution and notice of hearing by registered mail. I found that the tenant had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence.

### Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

### Summary of Background and Evidence

This tenancy began August 6, 2010 with monthly rent of \$425.00, the tenant paid a \$300.00 security deposit.

The landlord testified that the tenant vacated the rental unit in December 2010 without giving the landlord any prior notice and did not pay the December 2010 rent. The landlord stated that the tenant had kicked in the door to the rental unit and did not return the keys to the rental unit. The landlord testified that the tenant did not clean the rental unit, left it very dirty and left numerous discarded items in the rental unit.

The landlord stated that he had to repair the shower stall and shower support wall that was damaged by the tenant, take apart the bathroom sink and replace the trap, repair the door jamb, fix the blinds and remove trash from the rental unit.

The landlord stated that there was evidence of drug use in the rental unit and that he had contacted the local police regarding the concern.

The landlord in this application is claiming compensation for the following:

Deadbolt lock & door handle re-keyed	\$50.00
Smoke detector battery	\$1.40
Door metal plate	\$4.00
Wash sheets, blankets, drapes	\$4.50
Drain cleaner	\$10.51
Bath sink trap	\$4.57
Bath sink plug & chain	\$4.98
Lysol cleaner	\$9.15
Frying pan	\$15.00
Carpet cleaning solution	\$24.61
3 bags of trash, dump fee	\$6.00
Shower curtain	\$3.36
Air freshener	\$3.36
5 hours cleaning	\$50.00
Repairs 5.75 hours @ 20.00 per hour	\$115.00
1 month lost rent	\$425.00
<b>Total Claim</b>	<b>\$731.44</b>

### Analysis

Based on the documentary evidence and undisputed testimony of the landlord, I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds for entitlement to a monetary order for compensation due to damage or loss.

I find that the landlord has established a claim for \$731.44 in damages and loss.

As the landlord has been successful in this application the landlord is entitled to recovery of the \$50.00 filing fee.

### Conclusion

I find that the landlord has established a monetary claim for \$731.44 in damages and cleaning costs. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's \$300.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$481.44** ( $\$731.44 + \$50.00 = \$781.44 - \$300.00 = \$481.44$ )

A monetary order in the amount of **\$481.44** has been issued to the landlord and a copy of it must be served on the tenant. If the amount is not paid by the tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: April 20, 2010

---

Residential Tenancy Branch