



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MND, MNDC, MNSD and FF

### **Introduction**

This application was brought by the landlord on December 14, 2010 seeking a Monetary Order for damage to the rental unit, damage or loss under the legislation or rental agreement, recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off against the balance owed.

Despite having been served with the Notice of Hearing sent by registered mail on December 16, 2010, the tenant did not call in to the number provided to enable his participation in the telephone conference call hearing. Therefore, it proceeded in his absence.

### **Issues to be Decided**

This matter requires a decision on whether the landlord is entitled to monetary compensation for the damages claimed taking into account whether they are proven, attributable to the tenant, reasonable and proven as to amounts claimed and whether the landlord acted reasonably to minimize the losses.

### **Background, Evidence and Analysis**

This tenancy began on August 1, 2010 under a fixed term agreement set to end on January 1, 2011 but actually concluding on November 30, 2010. Rent was \$1,000 per month and the landlord holds a security deposit of \$500 paid at the beginning of the tenancy.

During the hearing, the landlord articulated the following claims supported by receipts and detailed explanation on which I find as follows:

**Painting - \$526.40.** The landlord submits that even though this was a short tenancy and the unit was freshly painted three months before the tenancy began, repainting at the end of the tenancy was essential as the tenant and guests had smoked heavily in the unit contrary to the written rental agreement which restricted smoking to the balcony. This claim is allowed in full.

**General Cleaning - \$90.** This claim is based on six hours work at \$15 per hour. It is allowed in full.

**Carpet cleaning - \$99.68.** In spite of the short duration of the tenancy, I accept the evidence of the landlord that the residual odour of smoking required that the carpets be cleaned before the unit could be occupied by new tenants. The claim is allowed.

**Drapery cleaning - \$65.** Again, residual tobacco odours necessitated that the drapes be cleaned and the claim is allowed.

**Cleaning materials - \$15.** I find that this claim is well within the cost of cleaning materials that might reasonably be anticipated and it is allowed in full.

**Filing fee - \$50.** As the application has succeeded on its merits, I find that the landlord is entitled to recover the filing fee for this proceeding from the tenant.

**Security deposit – (\$500).** As authorized under section 72 of the *Act*, I find that the landlord is entitled to retain the tenants security deposit in set off against the balance owed.

Thus, I find that the tenants owe to the landlord an amount calculated as follows:

Painting	\$526.40
General cleaning	90.00
Carpet cleaning	99.68
Drapery cleaning	65.00
Cleaning materials	15.00
Filing fee	50.00
Sub total	\$846.08
Less retained security deposit (No interest due)	- 500.00
<b>TOTAL remaining owed by tenants to landlord</b>	<b>\$346.08</b>

## **Conclusion**

In addition to authorization to retain the security deposit in set off, the landlord's copy of this decision is accompanied by a Monetary Order for **\$346.08**, enforceable through the Provincial Court of British Columbia, for service on the tenants.

April 20, 2011