



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MND; FF

Introduction

This is the Landlord's application for a Monetary Order for damages to the rental unit; and to apply the security deposit towards its monetary award.

The Landlord's agent gave affirmed testimony at the Hearing.

The Landlord's agent testified that on January 20, 2011, the Notice of Hearing documents were mailed to the Tenant, via registered mail, to the address provided by the Tenant at the end of the tenancy. The Landlord provided a copy of the registered mail receipt and tracking number in evidence.

I accept the Landlord's agent's affirmed testimony that the Tenant was served with the Notice of Hearing Package, in accordance with the provisions of Section 89(1)(c) of the Act. Service in this manner is deemed to be effected 5 days after mailing. In spite of being served with the documents, the Tenant did not appear at today's Hearing and the Hearing proceeded in his absence.

Issue(s) to be Decided

- (1) Is the Landlord entitled to a monetary order for damages, pursuant to the provisions of Section 67 of the Act?

Background and Evidence

This tenancy began on May 1, 2009 and ended on May 31, 2010. Monthly rent was \$2,100.00, due on the first of each month. The Tenant paid a security deposit in the

amount of \$1,050.00 and a pet damage deposit in the amount of \$1,050.00 on April 6, 2009. A copy of the tenancy agreement was provided in evidence.

At the end of the tenancy, a Condition Inspection Report was completed by both parties and the Tenant gave his forwarding address to the Landlord. The parties agreed that the Landlord would apply the security and pet damage deposit towards unpaid rent for the month of May, 2010. The Tenant agreed that the carpet was not cleaned; window ledges required repair; blinds were in need of cleaning; and parking passes were not returned. A copy of the move-out Condition Inspection Report was provided in evidence.

The Landlord attended to the repairs and carpet cleaning and provided the Tenant with copies of the invoices. To date, the Tenant has not reimbursed the Landlord for the cost of these items. The Landlord provided copies of invoices in evidence.

Analysis

In the absence of any evidence to the contrary from the Tenant, I accept the Landlord's agent's testimony in its entirety. Based on the documentary evidence and undisputed testimony of the Landlord's agent, the Landlord has established its claim, as follows:

Cost to repair window and patio sill	\$126.00
Cost to repair blinds	\$110.00
Cost to shampoo carpets	\$94.50
Cost to replace parking passes	<u>\$100.00</u>
TOTAL:	\$430.50

The Landlord has been successful in its application and is entitled to recover the cost of the filing fee from the Tenant.

Conclusion

I hereby provide the Landlord a Monetary Order in the amount of **\$480.50** against the Tenant. This Order must be served on the Tenant and may be filed in the Provincial Court of British Columbia (Small Claims) 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: May 24, 2011.

Residential Tenancy Branch