



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for damage to the unit, to keep all or part of the security deposit and recovery of the filing fee. The landlord participated in the conference call hearing but the tenants did not. The landlord presented evidence that the tenants were served with the application for dispute resolution and notice of hearing by registered mail. I found that the tenants 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.

Background and Evidence

This tenancy began September 2009 with monthly rent of \$600.00 and the tenant paid a security deposit of \$300.00.

The landlord testified that upon vacating the rental unit the tenant did not properly clean the unit, left trash in the rental unit, did not replace burned out light bulbs and had damaged one of the blinds. The landlord made an arrangement with the new tenant to deduct \$50.00 from the first month's rent in exchange for the tenant cleaning the rental unit.

The landlord stated that move-in and move-out inspections and reports were completed and that the tenant did attend both inspections.

The landlord stated that he had already returned \$92.90 of the tenant's \$300.00 security deposit to him.

The landlord in this application is seeking \$157.10 compensation for the following:

4 hours of cleaning by new tenant	\$50.00
Trash removal & cleaning of microwave	\$50.00
Light bulb replacement	\$12.30
50% cost of blind replacement	\$44.80
Total Claim	\$157.10

Analysis

Based on the documentary evidence and undisputed testimony of the landlord I find on the balance of probabilities that the landlord is entitled to a monetary order for damages and cleaning costs. The tenant did not leave the rental unit in move-in condition, left trash in the unit for the landlord to discard and caused damage to the rental unit.

I find that the landlord has established a claim for \$157.10 in damages and cleaning costs.

The landlord is entitled to recovery of the \$50.00 filing fee.

As the landlord has already retained \$207.10 of the tenant's security deposit the landlord does not require a monetary order for that amount.

Conclusion

I find that the landlord has established a monetary claim for \$157.10 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 **\$207.10** of the tenant's \$300.00 security deposit in full satisfaction of the 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: June 2, 2011.

Residential Tenancy Branch