Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes   MND, MNSD, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord to obtain a Monetary Order for damage to the unit, site or property, an Order to keep all or part of the security deposit and to recover the cost of the filing fee. At the outset of the hearing the landlord withdrew their application for a Monetary Order for money owed or compensation for damage or loss?

Service of the hearing documents, by the landlord to the tenants, was done in accordance with section 89 of the *Act*, sent via registered mail on March 17, 2011. Mail receipt numbers were provided by the landlord in evidence. The tenants were deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act.*

The landlords agent appeared, gave affirmed testimony, was provided the opportunity to present her evidence orally, in writing, and in documentary form. There was no appearance for the tenants, despite being served notice of this hearing in accordance with the *Residential Tenancy Act.* All of the testimony and documentary evidence was carefully considered.

Preliminary Issues

As the landlord has provided evidence that the tenants have agreed in writing that the landlord may keep the security deposit I am not required to deal with this issue at the hearing today as the landlord is entitled to keep the security deposit pursuant to s.38(4)(a) of the Act.

Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order for damage to the unit?

Background and Evidence

The landlord testifies that this tenancy started on March 01, 2010. This was a fixed term tenancy which was due to expire on February 28, 2011. The tenants moved from the rental unit on this date. Rent for this unit was $895.00 per month and was due on the first day of each month in advance. The tenants paid a security deposit of $447.50 on February 17, 2010.

The landlord testifies that the tenants caused some damage to the rental unit. The landlord states the tenants did not clean the carpets and these were cleaned by the landlord at a cost of $89.60. The tenants also failed to clean the unit at the end of the tenancy and this was cleaned by the landlord at a cost of $70.00. The landlord also states there was some damage to the walls with some small picture hook holes and two larger holes in the living room and bedroom which resulted in the landlord making repairs at a cost of $89.60 and painting the unit at a cost of $325.00. The landlord states the unit was painted prior to this tenancy in December, 2010. The landlord also states two interior doors had holes in them and these had to be replaced at a cost of $200.00. The landlord states the tenants agreed they could keep the security deposit of $447.50 towards the damages and cleaning.

The landlord has provided copies of the tenancy agreement, the move in and move out condition inspection reports, photographic evidence of the cleaning and damages and the invoices for the work carried out.

Analysis

The tenants did not appear at the hearing to dispute the landlords claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenants, I have carefully considered the landlords documentary evidence and affirmed testimony before me.

I find from the evidence presented that the tenants did not leave the rental unit in a condition that complied with s. 32 of the Act which states that a tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. Therefore I find the landlords claim for cleaning the rental unit at a cost of **$70.00** is upheld. I further find from the information on the condition inspection reports that the carpets were left dirty at the end of the tenancy therefore the landlord is entitled to recover the cost of carpet cleaning from the tenants to the sum of **$89.60**.

S. 32 (3) of the Act states that a tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant. From the evidence presented I find the tenants did cause some damage to some walls and two doors in the rental unit which resulted in the landlord having to fill the holes and re-paint the unit and replace the damaged doors as the tenants did not make repairs before they vacated the rental unit. The landlord has stated that the unit was last repainted in December, 2010 and had to be repainted as a result of the damage to the walls. Consequently, from the evidence presented I find the landlord has established their costs for the damage to the unit and they are entitled to recover the sum of **$414.60** for repairs and painting and **$200.00** for replacement doors.

As the landlord has been successful with their claim I find they are also entitled to recover the **$50.00** filing fee pursuant to s. 72(1) of the Act. A Monetary Order has been issued to the landlord pursuant to s.67 of the Act for the following amount:

Carpet cleaning	$89.60
Damage to the walls	$414.60
Replacement doors	$200.00
Subtotal	**$774.20**
Less security deposit agreed with tenants	(-$447.50)
Plus filing fee	$50.00
Total amount due to the landlord	**$376.70**

Conclusion

I HEREBY FIND in favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **$376.70**. The order must be served on the respondents and is enforceable through the Provincial Court 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: July 06, 2011.

Residential Tenancy Branch