



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, FF

### Introduction

This hearing was convened in response to an application filed by the landlord seeking a monetary order for compensation for damage or loss, an order to be allowed to retain the security deposit and an order to recover the filing fee for the cost of this application.

The tenant did not appear at the hearing. The landlord gave evidence that the tenant was personally served with the Application for Dispute Resolution and Notice of Hearing on April 7 or 8, 2011 at his place of business. Based on the landlord's evidence I am satisfied that the tenant has had notice of this claim and this hearing.

The landlord gave evidence under oath.

### Issue(s) to be Decided

Is the landlord entitled to the orders sought?

### Background and Evidence

The landlord gave evidence that this tenancy started on August 27, 2009 and ended September 30, 2010. The tenant paid a security deposit on or about January 1, 2009 in the sum of \$550.00. The landlord prepared condition inspection reports at move in and move out however, despite being serviced with notice of a final opportunity for inspection, the tenant did not attend the move-out inspection. The landlord says the tenant left damages and cleaning and the landlord paid the following sums for repairs and cleaning:



Cleaning and garbage removal – 22 hours	\$510.00
Repair and install sliding door	265.36
Repair vinyl in sunroom	800.00
Carpet cleaning	50.00
Carpet replacement (cleaning unsuccessful)	922.66
Total	\$2548.02

The landlord provided invoices and/or quotations for the work performed.

### Analysis

Based on the undisputed evidence of the landlord I find that the landlord has proven a claim for \$2,548.02 however, since the landlord has only claimed \$2,388.02 in the Notice served on the tenant that is the maximum amount I will allow. I will therefore allow the landlord's claim in the sum of \$2,388.02.

As the landlord has been successful in their claim I will allow the landlord to retain the security deposit and recover the filing fee for the cost of this application.

### Calculation of Monetary Award in Favour of Landlord

Monetary Award Granted	\$2,388.02
Less Security Deposit (no interest payable)	-550.00
Plus filing fee	50.00
Total Monetary Award in favour of Landlord	\$1,888.02

### Conclusion

The landlord is provided with a formal copy of an order for the total monetary award as set out above. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Provincial Court of British Columbia.

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*.

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