



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damage to the unit - Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by personal service in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing.

The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy began on September 1, 2009 and ended on March 31, 2011. Rent in the amount of \$950.00 was payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$425.00. A move-in inspection was completed between the Parties at the beginning of the tenancy however no report was completed. A move-out inspection was completed between the Parties on March 31, 2011 and damages to the unit were noted however an inspection report was not completed. The Landlord returned the full

amount of the deposit to the Tenant as they felt it was the fair thing to do until this hearing was held to settle the dispute.

The Tenant failed to clean the carpet at the end of the tenancy, leaving the carpets in the living room, landing and bedrooms dirty and damaged by cat urine and stains. The Tenant left holes caused by screws on the walls of the bedrooms and living room. The Landlord cleaned the carpets and completed the repairs to the walls, submitted invoices and receipts for the costs of the cleaning and repairs, and claims compensation for this work. The quantum of the Landlord's monetary claim is **\$408.50**.

### Analysis

Based on the undisputed facts provided by the Landlord, I find that the Landlord has substantiated that the Tenant left the unit with damages to the walls and failed to clean the carpets. Given the receipts provided for the costs to clean and make repairs, I find that the Landlord has substantiated his claimed costs and I find the amounts claimed to be reasonable. Accordingly, I find that the Landlord is entitled to a monetary award of **\$408.50** in compensation for the damages. The Landlord is also entitled to recovery of the \$50 filing fee, for a total entitlement of **\$458.50**.

### Conclusion

I grant the Landlord a monetary order under Section 67 of the Act for the amount of **\$458.50**. If necessary, this order may be filed in the Small Claims Court 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: August 03, 2011.

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Residential Tenancy Branch