



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute codes OP MNR MNSD FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order allowing retention of the security deposit in partial satisfaction of the claim. The hearing was conducted by conference call. The landlord called in and participated in the hearing. The tenant did not appear although she was served with the Application for Dispute Resolution and Notice of Hearing sent to her forwarding address by registered mail sent on March 1, 2011.

Issues

Is the landlord entitled to a monetary order?

Is the landlord entitled to an order allowing retention of the security deposit?

Background and Evidence

This tenancy began on August 1, 2009. The rent was \$1,150.00 due in advance on the first day of each month. The tenant paid a security deposit of \$575.00 and a pet deposit of \$575.00 at the start of the tenancy. The tenancy agreement provided that smoking was not allowed in the rental unit.

The tenancy ended by agreement and the tenant moved out on or about July 1, 2011. The tenant agreed to forfeit her pet deposit of \$575.00 on account of damage to carpets that required their replacement..

The landlord conducted a condition inspection of the rental unit on two occasions. On July 2, 2011 the tenant walked out of the inspection. The landlord met that tenant again on July 9, 2011. On July 9, 2011 the tenant refused to agree to charges claimed by the landlord for cleaning the rental unit.

The landlord testified that the tenant had smoked in the rental unit and she had to pay \$599.20 for house cleaning, including walls, windows carpets and carpet deodorizing to

remove a strong smell of smoke. She provided an invoice and proof of payment of the cleaning bill.

Analysis and conclusion

Monetary Order and Security Deposit – I accept the landlord's testimony that the tenant smoked in the rental unit, contrary to the provisions of the tenancy agreement and cleaning was necessary to rid the house of the smell of smoke. I find that the landlord has established a total monetary claim of \$599.20 for cleaning costs. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$649.20. I order that the landlord retain the security deposit and interest of \$575.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$74.20. 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: October 18, 2011.

Residential Tenancy Branch