



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, MNDC, MNSD and FF

Introduction

This application was brought by the landlord on September 12, 2011 seeking a Monetary Order for unpaid rent, recovery of the filing fee for this proceeding and authorization to retain the security deposits in set off against the balance owed.

By submission dated September 15, 2011 and received on September 27, 2011, the landlord amended the application by adding a detailed list of claims for damage to the rental unit, cleaning and losses or damage under the legislation or rental agreement.

The landlord gave evidence that the amendments had been sent to the tenant with his Notice of Hearing sent by registered mail on September 16, 2011 to the forwarding address provided by the tenant.

Despite having been served with the Notice of Hearing, sent by registered mail on September 16, 2011, the tenant did not call in to the number provided to enable his participation in the telephone conference call hearing. Therefore, it proceeded in his absence.

Issue(s) to be Decided

This matter requires a decision on whether the landlord is entitled to a Monetary Order for unpaid rent and late fee, damage and cleaning, damage or loss, recovery of the filing fee and authorization to retain the security deposit in set off.

Background, Evidence and Analysis

This tenancy began on November 1, 2010 under a fixed term rental agreement set to end on October 31, 2011. Rent was \$900 per month and the landlord holds a security deposit of \$450 paid on October 30, 2010.

During the hearing, the landlord submitted several claims, all of which are considered without any evidence to the contrary, and on which I find as follows:

Unpaid rent for September 2011 - \$900 plus \$25 late fee. The landlord gave evidence that the tenants had vacated the rental unit on or about September 11, 2011 after receiving the Notice to End Tenancy for unpaid rent on September 2, 2011. I find that the tenants are responsible for the September rent and award this total claim for \$925.

Carpet cleaning - \$175. The landlord stated that the carpets had been freshly shampooed at the beginning of the tenancy and required cleaning and deodorizing at the end of the tenancy. This claim is allowed full.

Drapery cleaning - \$110. The landlord stated that the tenants had smoked in the rental unit necessitating that the drapes be cleaned. This claim is allowed.

General cleaning - \$120. This claim is for six hours work at \$20 per hour and it is allowed in full.

Painting - \$300. As per an addendum to the rental agreement in which the tenants agree to pay \$300 if painting beyond minor touch ups was required for a tenancy of less than six months, the landlord stated that because of smoking, the repainting was required. This claim is allowed.

Hole in bedroom door - \$80. The landlord claims this amount for replacement of a bedroom door that had a hole in it at the end of the tenancy. The claim is allowed.

Replace mail box lock - \$25. This claim, for replacement of a mail box lock and key missing at the end of the tenancy, is allowed.

Replace one suite key - \$7.50. While the tenants returned one set of keys, this claim is for the second one that was not returned. It is allowed.

Replace one main entry key - \$30. As with the suite key, only one main entry key was returned. This claim is allowed.

Garbage removal - \$220. The landlord stated that this claim resulted from the tenants having left considerable garbage and some furnishings behind which had to be disposed of. The claim is allowed.

Restore hydro service - \$130. The landlord stated that because the hydro bill had fallen behind, service had been disconnected. The landlord had to pay this amount to have the service restored and the claim is allowed.

Filing fee - \$50. As the application has succeeded on its merits, I find that the landlord is entitled to recover the filing fee for this proceeding from the tenant.

Security deposit – (\$450). As permitted by section 72(2)(b) of the *Act* I hereby authorize and order that the landlord may retain the security deposit in set off against the balance owed.

Thus, I find that the tenant owes the landlord an amount calculated as follows:

| | |
|---|-------------------|
| Rent and late fee for September 2011 (\$900 + \$25) | \$ 925.00 |
| Drapery cleaning | 110.00 |
| General cleaning | 120.00 |
| Painting | 300.00 |
| Replace/repair hole in bedroom door | 80.00 |
| Replace mail box lock | 25.00 |
| Replace one suite key | 7.50 |
| Replace one main entry key | 30.00 |
| Garbage removal | 220.00 |
| Restore hydro service | 130.00 |
| Filing fee | <u>50.00</u> |
| Sub total | \$2,172.50 |
| Less retained security deposit (No interest due) | <u>- 450.00</u> |
| TOTAL | \$1,722.50 |

Conclusion

In addition to authorization to retain the tenant's security deposit in set off against the balance owed, the landlord's copy of this decision is accompanied by a Monetary Order for \$1,722.50, enforceable through the Provincial Court of British Columbia, for service on the tenant.

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: November 30, 2011.

Residential Tenancy Branch