

## **DECISION**

Dispute Codes      MND, MNDC, MNSD, FF

### Introduction

This is an application filed by the Landlord for a monetary order for damage to the unit, site or property, for money owed or compensation for damage or loss under the Act, regulations or tenancy agreement, to keep all or part of the security deposit and recovery of the filing fee.

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend. The Landlord states that the Tenant was served with the notice of hearing package by Canada Post Registered Mail on October 15, 2011 and has submitted the Canada Post Registered Mail Receipt. As such, I find that the Tenant was deemed properly served 5 days later on October 20, 2011.

### Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

### Background and Evidence

This tenancy began on October 1, 2007 on a fixed term tenancy until September 30, 2008 and then thereafter on a month to month basis as shown in the submitted copy of the signed tenancy agreement. The tenancy ended on September 30, 2011. The monthly rent was \$1,325.00 payable on the 1<sup>st</sup> of each month and a security deposit of \$662.50 was paid on October 1, 2007.

The Landlord states that at the end of the tenancy during the condition inspection report, the Tenant disputed the Landlord's claims as noted on the report dated September 30, 2011 which was signed by both parties.

The Landlord seeks recovery of \$128.80 for carpet stain removal as shown by the receipt from Langen Walter Carpet Dyeing. The Landlord states as shown in the condition inspection report that the carpets were replaced in 2009.

The Landlord seeks recovery of \$134.40 for carpet shampoo costs as shown in the receipt from Point Three Carpet Cleaning. The Landlord relies on the condition

inspection report and clauses #10 and #36 of the signed tenancy agreement which states that the Tenant is responsible for professional carpet cleaning.

The Landlord is seeking recovery of \$95.20 for professional blind cleaning as shown in the receipt from Budget Blind Services. The Landlord relies on the condition inspection report and clauses #10 and #36 of the signed tenancy agreement which states that the Tenant is responsible for professional blind cleaning costs.

The Landlord is seeking recovery of \$89.58 for the replacement of a broken bathroom door and a bi-fold closet door. The Landlord claims that a receipt from Rona was submitted, but was not found in the evidence package submitted. The Landlord relies on the condition inspection report as well as an invoice from Canamark Property Services Limited (which is a general invoice) and a spreadsheet breakdown from the Landlord which shows a price breakdown of the painting and repairs of the doors for \$85.00.

The Landlord is seeking general cleaning costs of \$28.00 for the kitchen. The Landlord states that the kitchen area required a wipedown as noted in the condition inspection report. The Landlord has submitted a purchase order from Canamark Cleaning of \$50.00 for 2 hours of work. The Landlord states that they are seeking the recovery of \$25.00 plus the \$3.00 (12% HST) cost.

### Analysis

I accept the undisputed testimony of the Landlord and I find that the Landlord has established a total monetary claim of \$611.40. This monetary claim consists of \$128.80 for carpet stain removal, \$134.40 for professional carpet cleaning, \$95.20 for professional blind cleaning, \$89.58 for the replacement of the bathroom and bi-fold doors, \$85.00 for the cost of painting and installation of the doors and \$28.00 for general kitchen cleaning. This amount totals to \$660.98, but as the Landlord's application is \$611.40, the Landlord's application is limited to this maximum amount. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$674.98 security deposit (\$662.50 plus \$12.48 in accrued interest) and I grant the Landlord an order under section 67 for the balance due of \$13.58. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

The Landlord is granted a monetary order for \$13.58.  
The Landlord may retain the security deposit.

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: December 29, 2011.

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Residential Tenancy Branch