



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This conference call hearing was convened in response to the landlord's application for a Monetary Order for damage to the rental property unit; to keep the security deposit; and to recover the filing fee associated with this application.

The landlord's agent participated in the hearing and provided affirmed testimony. She testified that she served the Notice of a Dispute Resolution Hearing to the tenant by way of registered mail sent on October 19th, 2011, and provided a Canada Post tracking number. The tenant did not participate and the hearing proceeded in the tenant's absence.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order, and if so for what amount?

Is the landlord entitled to keep all or part of the security deposit?

Is the landlord entitled to recover the filing fee?

Background and Evidence

The rental unit consists of. Pursuant to a written agreement, the month to month tenancy started on November 15th, 2010. The rent was \$1000.00 per month and the tenant paid a security deposit of \$500.00. A condition inspection report was completed at the start of the tenancy.

In the details portion of the application for dispute resolution, the landlord's agent stated that the tenant gave proper written notice to end tenancy effective September 30th, 2011; that he called the landlord on October 3rd, 2011 and provided an out-of-province forwarding address over the phone; and that the tenant moved out in the middle of the night.

In her documentary evidence, the landlord's agent provided a copy of a letter dated October 14th, 2011 sent to the tenant summarizing the nature of this dispute, in which she advised him that the house was left unclean with damages to the living room baseboard; that rooms needed painting; that closet doors had been replaced; and that the carpet needed to be professionally cleaned. The landlord's agent provided 12 photographs, which were also sent to the tenant, in support of the above noted observations. She testified that because the tenant left without warning a move-out condition inspection report was not completed, and that the tenant agreed to forfeit his security deposit.

The landlord's agent submitted a monetary claim as follows:

- House cleaning: 10 hrs @ \$20.00/hr:	\$ 200.00
- Carpet cleaning:	\$ 100.00
Baseboard repair, paint, fix closet doors and garbage disposal:	\$ 800.00
- Sub-Total:	\$1100.00
- Less \$500.00 security deposit:	\$ 500.00
- Balance owed to landlord:	\$ 600.00

Analysis

I accept the landlord's agent's undisputed testimony that she served the tenant with the Notice of Dispute Resolution in a proper manner pursuant to section 89 of the *Residential Tenancy Act*. I find that the tenant knew, or ought to have had knowledge of the date scheduled for this hearing.

Section 37 of the *Residential Tenancy Act* provides in part that upon vacating a rental unit, the tenant must leave the unit reasonably clean and undamaged, except for reasonable wear and tear.

On the preponderance of the undisputed evidence I find that the tenant failed to leave the unit in a condition pursuant to that section.

Section 7(2) of the *Act* states in part that a landlord who claims for compensation for damage must do whatever is reasonable to minimize the damage or loss. The landlord's agent did not provide sufficient details to support the claim that the tenant caused damage to the point where the whole house needed repainting. The evidence before me is limited to repairs to a baseboard. As such I have no basis on which to justify compensation for repainting the entire house. With this in mind and based on the agent's testimony and the available evidence, I award the landlord a monetary claim as follows:

- For the cleaning of the house I grant the landlord the full amount of \$200.00.
- For the carpet cleaning, in the absence of receipts I grant the landlord an entitlement limited to \$50.00.
- For the repairs, painting and garbage disposal: in the absence of individual receipts I award the landlord \$400.00.

Conclusion

The landlord established a claim of \$650.00. I authorize the landlord to retain the tenant's \$500.00 security deposit for a balance owing of \$150.00. Since the landlord's

application had merit, I award the landlord recovery of the \$50.00 filing fee. Pursuant to Section 67 of the Act, I grant the landlord a Monetary Order totalling \$200.00.

This Order may be registered 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: January 05, 2012.

Residential Tenancy Branch