



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MND, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for compensation under the Residential Tenancy Act (the "Act") and the tenancy agreement, to retain the tenants' security and pet damage deposits and to recover the filing fee for the Application.

Although the landlord served each tenant individually with the Amended Application for Dispute Resolution and Notice of Hearing by registered mail on October 25, 2011, neither tenant appeared at the hearing. The landlord provided copies of the registered mail receipts, testified that the mail was sent to the forwarding address provided by the tenants and successfully demonstrated sufficient delivery of the documents under Section 89 of the Residential Tenancy Act (the "Act"). Thus the hearing proceeded in the tenants' absence.

The landlord's agent appeared, gave affirmed testimony and was provided the opportunity to present her evidence orally and in documentary form prior to the hearing, and to make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence **relevant** to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Is the landlord entitled to a monetary order pursuant to sections 38, 67 and 72 of the Act?

Background and Evidence

This one year, fixed term tenancy began on April 26, 2011, actually ended on or about August 28, 2011, when the tenants vacated the rental unit pursuant to a 1 Month Notice to End the Tenancy, monthly rent was \$895.00 and the tenants paid a security deposit of \$447.50 on or about April 20, 2011 and a pet damage deposit on or about April 26, 2011.

The landlord's monetary claim is in the amount of \$1,484.79, which includes carpet cleaning for \$100.79, blind cleaning for \$35.00, liquidated damages in the amount of

\$300.00, painting and wall repair for \$504.00, garbage removal for \$75.00, general suite cleaning for \$120.00, broken doors for \$300.00 and the filing fee of \$50.00.

The landlord seeks to retain the tenants' security deposit and pet damage deposit in the amount of \$647.50 in partial compensation for their monetary claim.

As relevant evidence, the landlord submitted a tenancy agreement, a condition inspection report, a painting and drywall receipt, authorizations for a suite cleaning, and a print out from a home repair store listing the price and description of a door.

Additionally, the landlord submitted a written agreement signed by tenant, AB, agreeing to pay the landlord the amount of \$1,495.10 in damages to the rental unit and liquidated damages and allowing the landlord to retain the tenants' security deposit and pet damage deposit of \$647.50 in partial satisfaction of that agreed upon amount.

Analysis

Based on the testimony, evidence, the tenant's agreement and a balance of probabilities, I find as follows:

I find that the landlord has established their total monetary claim requested of **\$1,484.79** for damages to the rental unit, liquidated damages and the filing fee due to the written agreement agreeing to pay the landlord \$1,495.10, signed by tenant AB.

At the landlord's request, I allow the landlord to retain the tenants' security deposit and pet damage deposit of **\$647.50** in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 of the Act for the balance due of **\$837.29**.

I am enclosing a monetary order for **\$837.29** with the landlord's Decision. This order is a **final, legally binding order**, and may be filed in the Provincial Court (Small Claims) for enforcement should the tenants fail to comply with this monetary order.

Conclusion

The landlord is granted a monetary order in the amount of **\$837.29**.

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 11, 2012.

Residential Tenancy Branch