

## **DECISION**

Dispute Codes      MND, MNSD and FF

### Introduction

This hearing was convened on the landlord's application for a Monetary Order for damage to the rental unit and cleaning, recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off against the balance owed.

### Issue(s) to be Decided

This matter requires a decision on whether the landlord is entitled to a monetary award for the claims submitted and authorization to retain all or part of the security deposit in set off.

### Background, Evidence and Analysis

This tenancy began on November 1, 1990 and September 1, 2010 and ended on October 31, 2010. Rent was \$1,266 per month after subsidy and the landlord holds a security deposit of \$250 paid on September 18, 1990.

During the hearing, the landlord explained that the application had been delayed as the tenants had vacated without providing a forwarding address and without having attended the move-out condition inspection. The landlord stated that the tenants had contacted the landlord on November 3, 2011 by telephone to provide a forwarding address and request return of the security deposit.

The landlord submitted a copy of the move out condition inspection report and approximately 60 photographs taken at the end of the tenancy providing a record of severe need for cleaning of the walls, floors, appliances, fixtures and window coverings in addition to some damage to the rental unit. The photographs show some damage that the landlord has not claim for, including missing light fixtures.

The landlord claims and I find as follows:

**Replace damaged carpet – \$330.40.** The landlord submitted a receipt for \$660.80, double the amount claimed, and seeks to recover the other half from the tenants.

**Carpet cleaning - \$144.48.** This claim is supported by photographic evidence and a receipt. It is allowed in full.

**Replace damaged bi-fold door - \$80.** This claim is for the replacement cost including labour of a bi-fold door taken from stock to replace one left broken by the tenants. The claim is allowed.

**Painting - \$562.** The landlord's receipt shows a total cost of repainting the suite at \$1,775.20 and the claim represents slightly less than one third of that cost. Even taking into account depreciation, I find that the extraordinarily poor condition in which the walls were left required an extra coat and patching and that the claim is reasonable and it is allowed.

**General cleaning - \$200.** On the basis of photographic evidence, I find this claim for general cleaning to be modest and it is allowed in full.

**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 – (\$250 + 105.92).** As noted by the landlord, as the tenants had not provided a forwarding address in writing within one year, the tenant's right the security deposit is extinguished under section 39 of the *Act* as it was also extinguished by their failure to participate in completion of the move-out condition inspection report under section 36 of the *Act*. As permitted by section 72(2) of the *Act*, I authorize the landlord to retain the security deposit and interest in set off against the balance owed.

Thus, I find that the landlord is entitled to a monetary award calculated as follows:

Replace damaged carpet	\$ 330.40
Replace damaged bi-fold door	80.00
Painting	562.00
General cleaning	200.00
Filing fee	<u>50.00</u>
<b>Subtotal owed to landlord by tenants</b>	<b>\$1,366.88</b>
Less retained security deposit	- 250.00
Less interest (November 1, 1990 to date)	<u>- 105.92</u>
<b>TOTAL Monetary Order</b>	<b>\$1,010.96</b>

### Conclusion

In addition to authorization to retain the tenant's security deposit in set off, the landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia for \$1,010.96 for service on the tenants..

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 23, 2012.

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Residential Tenancy Branch