



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, MNDC, FF

### Introduction

This hearing dealt with an application by the landlord for an order permitting her to retain part of the security deposit. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on December 16, the tenant did not participate in the conference call hearing.

### Issue to be Decided

Is the landlord entitled to an award as claimed?

### Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began on November 1, 2010 and ended on November 30, 2011 at which time the parties completed a condition inspection report. The tenant paid a \$645.00 security deposit at the outset of the tenancy.

The landlord claims \$80.00 as the cost of performing additional cleaning at the end of the tenancy, testifying that new tenants had complained that the suite was not sufficiently cleaned. She further claims \$230.00 as the cost of removing stickers from walls, filling and sanding holes in the wall and touching up paint. The landlord provided photographs of the damaged walls. The condition inspection report shows that the tenant agreed with the report, which reflects that there was damage to the walls.

### Analysis

I accept the landlord's undisputed evidence and I find that the tenant failed to adequately clean the rental unit and that she left damage to the walls which went beyond what may be characterized as reasonable wear and tear. I find that the landlord is entitled to recover the cost of cleaning, wall repair and the \$50.00 filing fee paid to bring this application and I award her \$360.00. I order the landlord to retain this sum

from the security deposit in full satisfaction of the claim and I order the landlord to return the balance of \$285.00 to the tenant forthwith.

Conclusion

The landlord will retain \$360.00 from the security deposit and return to the tenant the balance of \$285.00.

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: February 27, 2012

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Residential Tenancy Branch