



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing was convened by way of conference call in repose to the landlord's application for a Monetary Order for damage to the unit, site or property; for an Order permitting the landlord to keep all or part of the tenant's security deposit; and to recover the filing fee from the tenant for the cost of this application.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*, sent via registered mail on December 08, 2011. Mail receipt numbers were provided by the landlord's agent. The tenant was deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlords agent appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order for damage to the unit, site or property?
- Is the landlord entitled to keep all or part of the tenant's security deposit?

Background and Evidence

This tenancy started on August 01, 2010 and ended on November 30, 2011. Rent was \$925.00 per month and was due on the first day of each month in advance. The tenant paid a security deposit of \$470.00 on July 15, 2010. The landlord's agent testifies that although the tenancy agreement states a pet deposit was paid the landlords did not receive these funds from the tenant. The tenants stepson, attended the Move out condition inspection with the landlord, provided a forwarding address in writing for the tenant on the Move out condition inspection form on November 30, 2011.

The landlord's agent states that they have amended the monetary amount sought as some of the work has not yet been done in the unit. The landlord's agent states the landlord now seeks only to recover the sum of \$278.03 for cleaning the rental unit, the sum of \$112.00 for the carpet cleaning and the sum of \$392.00 to remove all garbage from the unit and yard. The landlord has provided receipts for this work and has provided a copy of the Move in and Move out condition inspection reports detailing the cleaning required and the garbage removal. The landlord's agent testifies that the original amounts claimed were estimated amounts.

The landlord has also provided in evidence a copy of the deductions on the move out report and the tenants stepson who attended the move out on behalf of the tenant has signed to agree the landlord may make these deductions along with the other deductions the landlord has now withdrawn from their claim. The landlord has also provided some photographic evidence to support some aspects of their claim for damages.

Analysis

The tenant did not appear at the hearing to dispute the landlords claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the

tenant, I have carefully considered the landlords documentary evidence and affirmed testimony before me of the landlords agent.

As the tenants stepson has agreed that the landlord may deduct the sums of \$120.00 for carpet cleaning, the sums of \$216.00 for cleaning the unit and the sums of \$300.00 to remove garbage from the unit and yard I find the landlord is entitled to keep these sums from the security deposit as the tenants stepson acting on behalf of the tenant has agreed in writing to these deductions.

It is my decision that as some of these amounts were estimated on the move out condition report the tenants stepson signed, that the landlord is entitled to recover a further amount that was actually charged for this work in the case of the cleaning (\$278.03) and garbage removal (\$392.00) and a lesser sum for the carpet cleaning (\$112.00).

As the tenant has agreed the landlord may keep the security deposit of \$470.00 pursuant to 38(4)(a) this sum will be deducted from the landlords revised monetary claim.

It is also my decision that the landlord is entitled to recover the \$50.00 filing fee from the tenant for the cost of this application pursuant to s. 72(1) of the *Act*.

Consequently, as the landlord's agent has withdrawn the remainder of the landlords claim it is my decision that the landlord is entitled to recover the balance owed after the security deposit has been deducted and the landlord will receive a Monetary Order pursuant to s. 67 of the *Act* as follows:

Cleaning costs	\$278.03
Carpet cleaning	\$112.00
Garbage removal	\$392.00
Filing fee	\$50.00

Subtotal	\$832.03
Less security deposit	(-\$470.00)
Total amount due to the landlord	\$362.03

Conclusion

I HEREBY FIND in favor of the landlord's reduced monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$362.03**. The order must be served on the respondent and is enforceable through the Provincial Court 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: February 20, 2012.

Residential Tenancy Branch