



# 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 dealt with an application by the landlord for a monetary order for damages, to keep all or part of the security deposit and recovery of the filing fee.

The landlord participated in the conference call hearing but the tenant did not. The landlord presented evidence that the tenant was served with the application for dispute resolution and notice of hearing by registered mail. I found that the tenant had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence.

### Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

### Background and Evidence

This tenancy began April 16, 2006 with monthly rent of \$780.00 and the tenant paid a security deposit of \$390.00.

The landlord testified that when the tenant vacated the rental unit that the rental unit was not thoroughly cleaned, the carpets not cleaned, the laundry card not returned and the door to the rental unit was damaged.

The landlord stated that a move out inspection was completed on December 30, 2011 with the tenant present however the tenant did not agree with the move out condition inspection report and refused to sign the report.

The landlord in this application is seeking \$460.40 for the following:

- Suite cleaning - \$120.00
- Carpet cleaning - \$95.20
- Door replacement - \$235.20
- Laundry card - \$10.00

### Analysis

Based on the documentary evidence and testimony of the parties, I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds for entitlement to a monetary order for cleaning costs and damages.

The landlord has submitted a move out condition inspection report that notes the condition of the rental unit when the tenant vacated and that cleaning in the rental unit was required. The landlord has also submitted receipts for the cleaning costs and replacement of the damaged door.

Accordingly I find that the landlord is entitled to a monetary order for \$460.40.

As the landlord has been successful in their application the landlord is entitled to recovery of the \$50.00 filing fee.

### Conclusion

I find that the landlord has established a monetary claim for \$460.40 in cleaning costs and damages. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's \$390.00 security deposit and \$13.27 in interest in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$57.13**.

If the amount is not paid by the tenant(s), the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: March 21, 2012

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Residential Tenancy Branch