



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNSD, MND, FF*

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for cleaning and repairs and for the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim.

The landlord testified that she served the notice of hearing by registered mail to the tenant, at the forwarding address provided by the tenant. The landlord filed a tracking number. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for cleaning and repairs and for the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The landlord testified that the tenancy started on February 01, 2011 for a fixed term of one year, ending on January 31, 2012. Prior to moving in, the tenant paid a security deposit of \$500.00. The monthly rent was \$1,025.00 payable on the first day of each month.

The tenant terminated the fixed term lease and moved out in December 2011. The parties corresponded by email and in a note dated December 13, 2011; the tenant apologized for not having finished cleaning the rental unit and provided the landlord with a forwarding address. The landlord made this application on December 21, 2011 which is within the legislated time frame of 15 days.

The landlord filed photographs that depict the condition of the rental unit at the end of tenancy. Photographs confirm that the flooring in a corner of the bedroom was stained with pet urine. The landlord stated that nine hours of cleaning were required to bring the unit to a rentable condition, the flooring had to be replaced and over 100 holes in the walls needed to be repaired. The landlord incurred a total cost of \$680.00 to clean and repair the unit.

The landlord is applying for a monetary order to cover the costs she incurred (\$680.00) and for the filing fee of \$50.00.

Analysis

Based on the documentary and oral evidence of the landlord, and in the absence of contradictory evidence, I find that the landlord is entitled to her claim of \$680.00.

Since the landlord has proven her case, she is also entitled to the filing fee of \$50.00.

Overall the landlord has established a claim of \$730.00. I order that the landlord retain the security deposit of \$500.00 in satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$230.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$230.00**.

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: March 02, 2012.

Residential Tenancy Branch