



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This conference call hearing was convened in response to the landlord's application for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; to keep the security deposit; and to recover the filing fee for this application.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order, and if so for what amount?

Is the landlord entitled to keep all or part of the security deposit?

Is the landlord entitled to recover the filing fee?

Background and Evidence

The rental unit consists of an apartment in a multi-unit complex. Pursuant to a written agreement, the tenancy started on August 1, 2011. The rent was \$600.00 per month and the tenant paid a security deposit of \$135.00 and a key deposit of \$100.00 totalling \$235.00.

The landlord provided a copy of a previous Residential Tenancy Branch decision and order dated January 17, 2012, in which the landlord was granted an Order of Possession by way of Direct Request. The landlord testified that the tenant left on January 23, 2012. The landlord provided copies of the condition inspection reports

completed at the start and the end of the tenancy, both of which were signed by the tenant.

The landlord submitted a monetary claim for unpaid rent, and provided receipts for cleaning and damages as follows:

- Toilet seat:	\$ 14.00
- Carpet repair:	\$ 155.00
- Throw rug:	\$ 3.36
- TV Cable terminal:	\$ 2.50
- Bi-fold door:	\$ 38.00
- Carpet cleaner:	\$ 24.61
- Labour for repairs (3.25hrs):	\$ 65.00
- Unpaid December 2011 rent:	\$ 300.00
- Unpaid January 2012 rent:	\$ 600.00
- Late fees:	\$ 25.00
- Labour for cleaning (6hrs):	\$ 60.00
- Sub-total:	\$1312.47

Analysis

I accept the landlord's undisputed testimony that he served the tenant with the Notice of Dispute Resolution in a proper manner pursuant to section 89 of the *Residential Tenancy Act*. I find that the tenant knew, or ought to have had knowledge of the date scheduled for this hearing.

Section 37 of the *Residential Tenancy Act* provides in part that upon vacating a rental unit, the tenant must leave the unit reasonably clean and undamaged, except for reasonable wear and tear. On the undisputed evidence I find that the tenant did not comply with this statutory obligation, and that she acknowledged the damages by

signing the condition inspection report. I find that the landlord is entitled to recover the unpaid rent and damages as claimed.

Conclusion

The landlord established a claim of \$1312.47. I authorize the landlord to retain the tenant's \$235.00 security and key deposit for a balance owing of \$1077.47. Since the landlord was successful, I award the landlord recovery of the \$50.00 filing fee. Pursuant to Section 67 of the Act, I grant the landlord a Monetary Order totalling \$1127.47.

This Order may be registered in the Small Claims Court 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: April 02, 2012.

Residential Tenancy Branch