



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes**

MND, MNSD, MNDC, FF

### **Introduction**

This was an application by the landlord dated February 06, 2012 for a monetary order, and to retain the security deposit, and recover the filing fee. The hearing was conducted by conference call.

The style of cause is amended to reflect the respondent's true address.

The landlord participated in the hearing. The tenant did not attend although served with the application and Notice of Hearing sent by registered mail on February 08, 2012. The landlord provided proof of mail registration including the tracking number for the mail, purported to have been returned to the landlord. Section 90 of the Act deems a person served by registered mail on the 5<sup>th</sup>. day after it is mailed. It must be noted that refusing to accept, receive, or pick up registered mail is not a ground for Review.

### **Issue(s) to be Decided**

Is the landlord entitled to a monetary order in the amount claimed?

### **Background and Evidence**

The undisputed testimony and evidence of the landlord is that the tenancy started March 01, 2011 as a fixed term tenancy ending February 29, 2012. The tenant ended the tenancy by way of a Notice to End on January 31, 2012. Rent payable was \$725 per month. At the outset of the tenancy the landlord collected a security deposit of \$362.50.

At the end of the tenancy the tenant did not participate in an end of tenancy inspection with the landlord. Regardless, at the end of the tenancy the tenant provided the

landlord with a written forwarding address in Surrey BC. The landlord conducted an inspection and completed an inspection report and attempted to provide it to the tenant within the Hearing package mailed to the forwarding address provided by the tenant, and ultimately returned to the landlord.

The landlord testified the tenant left portions of the rental unit unclean. The landlord claimed cleaning costs of \$37.50, \$80 for carpet cleaning as per the tenancy agreement, \$32.00 for drapery cleaning as per the tenancy agreement, and \$13.00 for painting – described as \$1.00 per nail hole requiring remediation. The landlord also claims \$200 for liquidated damages as per the agreed pre-estimate itemized within the tenancy agreement for early termination of the fixed term tenancy agreement, for a total claim of \$362.50. The landlord provided supporting evidence of their claim.

### **Analysis**

I accept the landlord's testimony and documentary evidence submitted as establishing that they incurred the amounts claimed and that they are entitled to compensation in the amount of \$362.50. The landlord is entitled to recover the \$50 filing fee paid for their application for a total award of **\$412.50**.

### **Conclusion**

**I order** that the landlord retain the deposit and interest of \$362.50 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$50.00**. If necessary, this order may be filed 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 04, 2012

---

Residential Tenancy Branch