



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's application to retain the tenant's security deposit and obtain a Monetary Order for losses related to cleaning and damage. The tenant did not appear at the hearing. The landlord submitted that the tenant was served with the hearing documents and evidence by way of two registered mail packages sent to the tenant's forwarding address, as provided verbally to the landlord by the tenant. The landlord provided the registered mail tracking number for the hearing documents mailed February 24, 2012 and testified that that the mail was returned as unclaimed. The landlord provided a copy of the registered mail receipt, including tracking number, for the evidence package mailed to the tenant April 11, 2012. The evidence package has not been returned.

I was satisfied the tenant was served with the hearing documents and evidence in a manner that complies with the Act and I proceeded to hear from the landlord with the tenant present.

Issue(s) to be Decided

1. Has the landlord established an entitlement to compensation from the tenant for cleaning and damage to the property?
2. Is the landlord authorized to retain the tenant's security deposit?

Background and Evidence

I was provided the following undisputed evidence by the landlord. The tenancy commenced March 1, 2010 and the tenant paid a \$525.00 security deposit. The tenant vacated the rental unit January 31, 2012 but did not participate in the move-out inspection despite the landlord giving the tenant three opportunities to do so.

The landlord is seeking compensation for the following items:

<u>Item</u>	<u>Reason</u>	<u>Amount claimed</u>
General cleaning and garbage removal	Garbage and abandoned possessions left in unit and unit was not left reasonably clean	170.00 +300.00
Carpet cleaning	Carpets not cleaned	75.00
Replace kitchen tap	Tenant installed a faucet and dishwasher. Faucet was not working at end of tenancy.	75.00
Replace ceiling lights	Tenant installed ceiling fixtures without authorization. Landlord unsure as to correct installation and did not have replacement bulbs. Landlord replaced with standard light fixtures using an electrician.	60.00
Install three new interior doors, bi-fold door, door knobs, and repair door frame	Tenant caused irreparable damage to interior doors and door knobs. Doors and door knobs replaced. Door frame repaired	300.00 +75.00 +100.00 <u>+25.00</u>
Total claim		\$ 1,230.00

In support of the landlord's application the landlord provided photographs of the unit taken after the tenant vacated. The landlord also provided numerous invoices, purchase orders, and maintenance request forms to demonstrate the cleaning and repairs required after the tenancy ended. The landlord did not provide receipts for all of the losses incurred; however, the receipts provided as evidence totalled \$1,970.00.

Analysis

At the end of a tenancy a tenant is required to leave a rental unit reasonably clean and undamaged, except for normal wear and tear. Upon review of the landlord's photographs, documentary evidence, and the landlord's testimony I find that I am satisfied the tenant did not leave the unit reasonably clean and the tenant is responsible for damaging the rental unit.

I am satisfied the landlord incurred actual losses far greater than the amount claimed; therefore, I grant the landlord's request to recover \$1,230.00 from the tenant. I also award the \$50.00 filing fee to the landlord.

With this decision the landlord is authorized to retain the tenant's \$525.00 security deposit in partial satisfaction of the landlord's claim and the landlord is provided a Monetary Order for the balance of \$755.00 to serve upon the tenant.

The Monetary Order may be filed in Provincial Court (Small Claims) to enforce as an Order of that court.

Conclusion

The landlord has been authorized to retain the tenant's security deposit and the landlord has been provided a Monetary Order in for the balance of \$755.00 to serve upon the tenant.

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 25, 2012.

Residential Tenancy Branch