

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This is an application filed by the Landlord for a monetary order for damage to the unit, to keep all or part of the security deposit and recovery of the filing fee.

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend. The Landlord states that the Tenant was served with the notice of hearing and evidence packages by Canada Post Registered Mail on April 4, 2012 and has also submitted the Canada Post Registered Mail Customer Receipt as evidence. The Tenant has not submitted any documentary evidence. As such, I find that both parties have both been properly served with any evidence and the notice of hearing documents as deemed under the Act.

The Landlord's evidence has been amended and lowered to \$597.60 from the original \$602.40 as shown by the submitted monetary worksheet in the Landlord's evidence package.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

Background and Evidence

This Tenancy began on July 1, 2010 on a fixed term tenancy until June 30, 2011 and then thereafter on a month to month basis as shown in the submitted copy of the signed tenancy agreement. The monthly rent was \$1,253.00 payable on the 1st of each month and a security deposit of \$612.50 was paid on May 22, 2010.

The Landlord states that the Tenancy ended on March 30, 2012 when the Tenant vacated the rental unit. the Landlord states that a condition inspection report for the move-in was completed by both parties on June 25, 2010 and a condition inspection report for the move-out was completed by both parties, but that the Tenant did not sign it. The Landlord states that the Tenant walked away at the end of the inspection on

March 24, 2010 and did not submit a forwarding address in writing until March 30, 2012. The Landlord has submitted the Tenant's note as evidence.

The Landlord seeks recovery of the \$597.60 as outlined in the monetary worksheet for painting for \$119.00, cleaning for \$168.00, carpet cleaning for \$95.20, carpet stain removal for \$78.40, blind cleaning and repair for \$112.00 and an outstanding rent owed balance of \$25.00 for a late rent fee. The Landlord has submitted in support of the claim the receipts/invoices, condition inspection report for the move-out and photographs.

Analysis

I accept the undisputed testimony and documentary evidence of the Landlord and find that the Landlord has established a monetary claim for \$597.60. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$612.50 security deposit in partial satisfaction of the claim and I grant the Landlord a monetary order under section 67 for the balance due of \$35.10. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$35.10.
The Landlord may retain the security deposit.

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: May 30, 2012.

Residential Tenancy Branch