



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order for damages, to keep all or part of the security deposit and recovery of the filing fee.

The landlord participated in the conference call hearing but the tenant did not. The landlord presented evidence that the tenant was served with the application for dispute resolution and notice of hearing by registered mail. I found that the tenant had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence.

### Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

### Background and Evidence

This tenancy began October 1, 2010 with monthly rent of \$800.00 and the tenant paid a security deposit of \$400.00.

The landlord testified that the tenant vacated the rental unit March 31, 2012 and that the landlord and tenant conducted a move out inspection on that same day. The landlord stated that the tenant had not yet cleaned the rental unit and the landlord at the time advised the tenant that they could return to do the cleaning but that they never did.

The landlord stated that the oven and stove were not cleaned, walls were dirty, the bathroom not cleaned and a vertical blind was missing. The landlord's move out inspection indicates \$205.00 in cleaning costs and \$137.09 for replacement of the blind for a total of \$342.09. The landlord stated that the tenants have contacted their office regarding return of the security deposit and advised of these costs.

### Analysis

Based on the documentary evidence and testimony of the parties, I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds for entitlement to a monetary order for cleaning costs and damages.

The landlord's move out condition inspection report that was completed with the tenant, clearly notes the cleaning required in the rental unit as well as a patio blind missing.

Accordingly I find that the landlord is entitled to a monetary order for \$342.09.

As the landlord has been successful in their application the landlord is entitled to recovery of the \$50.00 filing fee.

### Conclusion

I find that the landlord has established a monetary claim for \$342.09 in cleaning costs and damages. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep \$392.09 of the tenant's \$550.00 security deposit in full satisfaction of the claim.

The landlord is to return the \$157.91 balance of the security deposit to the tenant within 14 days of receipt of this decision.

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: June 14, 2012

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Residential Tenancy Branch