

DECISION

Dispute Codes MND, MNDC, MNSD, FF

Introduction

This is an application filed by the Landlord for a monetary order for damage to the unit, site or property, for money owed or compensation under the legislation, 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 package by Canada Post Registered Mail on April 12, 2012 as shown in the submitted Canada Post Customer Receipt. The Landlord states that the package was returned by Canada Post as unclaimed from the forwarding address provided by the Tenant during the move-out condition inspection report. As such, I am satisfied that the Tenant was properly served with the notice of hearing and evidence as submitted by Canada Post Registered Mail and find that the Tenant was deemed served under the Act with both.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain all or part of the security deposit?

Background, Evidence and Analysis

The Landlord states that the monthly rent is \$2,588.00 per month and a security deposit of \$1,294.00 was paid. The Landlord states that the Tenant ended the Tenancy on March 31, 2012 as shown by the submitted copy of the completed condition inspection report for both the move-in and the move-out. The Landlord seeks recovery of costs for damage from the Tenants for \$1,467.65 in a monetary order. This consists of \$361.45 from Lawn Father's Construction Ltd., \$95.20 for the replacement/fixing of blinds from the Venetian Blind Service Centre, \$66.00 for carpet cleaning due to urine stains from work done by Pacific Union Cleaning Systems, \$500.00 for the Landlord's share of repainting the rental unit due to hole damage caused by the Tenants from the new Tenant currently occupying the rental, \$120.00 for general cleaning paid to Asian Super Cleaning Services as shown by the cancelled cheque and \$275.00 for the Landlord's

labour relating to re-renting the unit that took approximately 11 hours valued at \$25.00 per hour. The Landlord relies on the completed condition inspection report as well as receipts/invoices and a cancelled cheque for the costs incurred.

I accept the undisputed testimony of the Landlord and find that a claim has been established for damage or money owed for the rental unit. Based upon both the documentary and direct evidence of the Landlord, I find that the Landlord has established a monetary claim for \$1,417.65. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$1,294.00 security deposit in partial satisfaction of this claim and I grant a monetary order under section 67 for the balance due of \$173.65. 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 \$173.65.
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: June 05, 2012.

Residential Tenancy Branch