

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation for damage or loss – Section 67;
2. An Order to retain all or part of the security deposit – Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not attend the Hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on September 1, 2011 and ended on March 31, 2012. A security deposit of \$450.00 was collected by the Landlord at the onset of the tenancy. The Parties conducted a move-in inspection on September 3, 2011. The Landlord asked the Tenant for a date to conduct the move-out inspection and the Tenant told the Landlord that when done moving, the Tenant would contact the Landlord to complete the move-out inspection. The Tenant vacated the unit, left the keys to the unit in the mailbox of the unit and did not contact the Landlord until April 5, 2012. By this time, the Landlord had cleaned and repaired the unit for the new tenants who moved into the unit on April 1, 2012. The Landlord provided a copy of a letter from these new tenants that notes the damages left to the unit from the Tenant. The Tenant left the unit unclean and damaged and the Landlord claims \$1,153.60 for the cleaning and repairs as itemized in

the monetary order worksheet, included with the application. The Landlord also provided photos and receipts for the amounts claimed.

Analysis

Section 37 of the Act provides that when a tenancy vacates a rental unit, the tenant must leave the unit reasonably clean and undamaged except for reasonable wear and tear. Given the undisputed evidence of the Landlord of damage to the unit left by the Tenant and considering the corroborated amounts claimed for the cost to repair the damage, I find that the Landlord has substantiated a monetary entitlement of \$1,153.60. The Landlord is also entitled to recovery of the \$50.00 filing fee for a total monetary entitlement of **\$1,203.60**. Setting the security deposit of **\$450.00** plus zero interest off the entitlement leaves **\$763.60** owing by the Tenant to the Landlord.

Conclusion

I order that the Landlord retain the **deposit** and interest of \$450.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$763.60**. 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: July 04, 2012.

Residential Tenancy Branch