

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

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

Both parties have attended the hearing by conference call and gave testimony. The Tenant has not submitted any documentary evidence. The Landlord states that the Tenant was served with the notice of hearing and evidence package by Canada Post Registered Mail on June 12, 2012 and has submitted a copy of the Customer Receipt as confirmation. As both parties have attended the hearing and have acknowledged receiving the notice of hearing and evidence submitted, I am satisfied that both parties have been properly served.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

Background, Evidence and Analysis

This Tenancy began on January 1, 2010 on a fixed term ending on December 31, 2010 and then thereafter on a month to month basis. The monthly rent was \$995.00 payable on the 1st of each month and a security deposit of \$497.50 was paid on December 23, 2009. The Landlord has submitted a copy of the condition inspection report for the move-in (December 30, 2009) and the move-out (May 31, 2012). The form indicates that both parties completed the reports and that the Tenant provided a forwarding address in writing at that time. The report indicates that both parties agreed that the Tenant owed cleaning charges of 189.08 of \$75.00 for the suite and \$114.08 for drapes/blinds. The report also notes that "balance of security deposit to be put toward rent arrears" and that this notation was signed off by both parties. The rent arrears section indicates that as of May 31, 2012 \$970.00 was owed.

The Landlord seeks \$1,386.66 in a monetary order which consists of \$970.00 for May rent arrears. This consists of \$920.00 for May rent, \$25.00 for a late rent fee for May and \$25.00 for a late rent fee for April. The Landlord is also seeking \$75.00 for general

cleaning of the unit and \$114.08 for drape cleaning. The Landlord is seeking recovery of \$100.00 for the replacement of a patio screen door. The Landlord has submitted a copy of a internet search from Home Depot for the price of a patio screen door. The Landlord is seeking \$127.08 for the replacement of a hallway closet door. The Landlord has submitted a copy of a Home Depot price quote for the mirror panel. The Tenant admits as stated on the condition inspection report that there was some damage and that he was responsible for the unit. The Tenant has not disputed any of the Landlord's claims save that of the recovery of the filing fee. The Tenant states that he had already signed off permission on the condition inspection report for the Landlord to retain the security deposit in partial satisfaction of the claim and was only awaiting a updated invoice for the costs incurred by the Landlord. The Tenant has noted that the Landlord has not provided an invoice or bill for the patio screen door or the mirror panel closet door.

I find based upon the evidence provided by both parties that the Landlord has established a claim for all save the patio screen door of \$100.00 and the mirror panel closet door for \$127.08. The Landlord has failed to provide a invoice/bill for a true cost of the replacements. However, I find that as the Tenant has confirmed that damage has occurred that the Landlord is entitled to a nominal award of \$150.00 for these two items. The Landlord has established a claim for \$1,159.08 plus the \$150.00 nominal award for a total of \$1,309.08. The Landlord is entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$497.50 security deposit in partial satisfaction of the claim and grant a monetary order for the balance due of \$861.58. 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 \$861.58.
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: August 10, 2012.

Residential Tenancy Branch