



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MND; MNDC, MNSD; FF

Introduction

This is the Landlords' application for a Monetary Order for damages and compensation for damage or loss under the Act, regulation or tenancy agreement; to retain a portion of the security and pet damage deposit satisfaction of their monetary award; and to recover the cost of the filing fee from the Tenant.

The Landlord LL gave affirmed testimony at the Hearing.

The Landlord LL testified that the Notice of Hearing documents and copies of the Landlords' documentary evidence were mailed to the Tenants, via registered mail, to the Tenant's forwarding address on September 15, 2012. The Landlords provided the registered mail receipt and a copy of the registered envelope in evidence. The Landlord LL testified that he checked the tracking information on-line and discovered that the Tenant received the documents on September 19, 2012.

Based on the Landlord LL's affirmed testimony and the Landlords' documentary evidence, I am satisfied that the Tenant was duly served with the Notice of Hearing documents by registered mail on September 19, 2012. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in her absence.

Issues to be Decided

- Are the Landlords entitled to a monetary award for damages to the rental unit?

Background and Evidence

The Landlord LL gave the following testimony and documentary evidence:

A copy of the tenancy agreement was provided in evidence. This tenancy began on April 16, 2011 and ended on August 31, 2012. Monthly rent was \$1,050.00, due the last day of each month. The Tenant paid a security deposit in the amount of \$525.00 and a pet damage deposit in the amount of \$300.00 on March 31, 2011.

The Landlords credited the Tenant for a shower head and handle in the amount of \$21.00.

At the end of the tenancy, the parties met to perform a move-out inspection on August 31, 2012. A copy of the report was provided in evidence. The Tenant authorized deductions in the amount of \$279.00, with the proviso that it was an estimate and that receipts would be provided when the work was done and that the amount requested might change accordingly.

On September 13, 2012, after the Landlords had calculated the actual costs of repairs and cleaning, the Landlords returned \$248.53 to the Tenant along with a letter explaining the amount that was returned and copies of the invoices. The Landlords stated that the Tenant cashed the refund cheque the following day. A copy of the refund cheque and letter were provided in evidence.

The Landlords claim a monetary award, calculated as follows:

Description	Cost
Cleaning rental unit (10 hours @ \$12.00 per hour)	\$120.00
Washing and painting walls in two bedrooms (3.5 hours @ \$12.00)	\$42.00
Cost of replacing light bulbs	\$3.00
Cleaning tile floors and cleaning and deodorizing carpets	\$151.20
Cost of replacing blinds damaged by cat and candles	\$126.43
Cost of replacing keys and locks and cutting off combination lock	<u>\$154.84</u>
TOTAL	\$597.47

The Landlords provided copies of invoices in support of their monetary claim.

Analysis

Based on the Landlords' undisputed affirmed testimony and documentary evidence, I find that the Landlords have established their monetary claim in the amount of **\$597.47**. I also accept the Landlord LL's testimony that they returned \$248.53 to the Tenant.

The Landlords have been successful in their application and I find that they are entitled to recover the cost of the **\$50.00** filing fee.

Pursuant to the provisions of Section 72(2)(b) of the Act, the Landlords may apply the residue of the deposits towards partial satisfaction of the Landlord's monetary claim.

I hereby provide the Landlords a Monetary Order, calculated as follows:

Landlords' monetary award for damages	\$597.47
Recovery of the filing fee	<u>\$50.00</u>

Subtotal	\$647.47
Less credit to Tenant for shower head and handle	-\$21.00
Less residue of deposits held by Landlords (\$825.00 - \$243.53)	- \$576.47
TOTAL AMOUNT DUE TO THE LANDLORDS	\$50.00

Conclusion

I hereby provide the Landlords a Monetary Order in the amount of **\$50.00** for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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: December 06, 2012.

Residential Tenancy Branch