



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC, O, MNSD, MNDC, MND, FF

### Introduction

This hearing dealt with an application by the landlord seeking a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlord participated in the conference call hearing but the tenant(s) did not. The landlord presented evidence that the tenants were served with the application for dispute resolution and notice of hearing by personally serving them on October 30, 2012. I found that the tenants 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. The landlord gave affirmed evidence.

### Issues to be Decided

Is the landlord entitled to a monetary order?

Is the landlord entitled to retain the security deposit?

### Background and Evidence

The tenancy began on or about May 1, 2012 and ended on October 31, 2012. Rent in the amount of \$875.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$437.50.

The landlord gave the following testimony; a move in and move out condition inspection report was conducted however the tenants did not attend for the move out, the landlord did not fill out the form on move out but did provide photos and had a witness give testimony to the condition of the suite, the tenants left the unit dirty and damaged and

required the landlord to hire several different repairmen to clean, repair and remediate the condition of the suite, the tenants would use the shower without a shower curtain, the landlord made several attempts to have the tenants comply but was unsuccessful, due to the lack of that shower curtain the tenants caused damage to the bathroom floor and hallway carpets due to their negligence, the landlord is seeking to recover \$2112.06 in costs incurred.

### Analysis

The landlord provided extensive documentary and photographic evidence for this hearing as well as a witness.

I will deal with the landlords claims as follows:

**First Claim** – The landlord is seeking \$676.36 to remediate the bathroom after the floor was repaired. The landlord provided a receipt to support this portion of his claim. I find that the landlord is entitled to \$676.36.

**Second Claim** – The landlord is seeking \$761.60 to conduct the repairs to the bathroom floor. The landlord provided a receipt to support this portion of his claim. I find that the landlord is entitled to \$761.60.

**Third Claim** – The landlord is seeking \$252.60 for paint and linoleum supplies. The landlord provided a receipt to support this portion of his claim. I find that the landlord is entitled to \$252.60.

**Fourth Claim** – The landlord is seeking \$25.00 late rent fee as and \$37.50 for an additional occupant fee as per their tenancy agreement with the tenant's. The landlord provided documentary evidence to support this portion of his claim. I find the landlord is entitled to \$62.50.

**Fifth Claim** – The landlord is seeking \$120.00 for suite cleaning, \$84.00 for carpet cleaning and \$105.00 for drape cleaning. The landlord provided receipts to support this portion of his claim. I find that the landlord is entitled to \$309.00.

The landlord referred to other costs incurred including new locks and keys; however no documentation was submitted for this hearing, accordingly I decline to make a finding on that matter.

As for the monetary order, I find that the landlord has established a claim for \$2062.06. The landlord is also entitled to recovery of the \$50.00 filing fee for a grand total of \$2112.06. I order that the landlord retain the \$437.50 deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1674.56. 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 \$1674.56. 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: December 03, 2012.

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Residential Tenancy Branch