



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent.

The landlord provided documentary evidence the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on October 12, 2012 in accordance with Section 89. As per Section 90, the documents are deemed received by the tenant on the 5<sup>th</sup> day after it was mailed.

Based on the evidence of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for compensation for damage to the rental unit; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Act*.

### Background and Evidence

The landlord provided a copy of a tenancy agreement signed by the parties on December 21, 2009 for a 1 year fixed term tenancy beginning on January 1, 2010 that converted to a month to month tenancy on January 1, 2011 for a monthly rent of \$1,250.00 due on the 1<sup>st</sup> of each month with a security deposit of \$625.00 paid on December 21, 2009.

The landlord also provided a Condition Inspection Report signed by the tenant at the start of the tenancy and by the tenant's agent at the end of the tenancy. The tenant's agent also signed the section of the Condition Inspect Report entitled "Security Deposit Statement" where agrees that the landlord has established the tenant owes the landlord \$1,510.00 and that the landlord may retain the security deposit in partial satisfaction of the amount owed.

The landlord testified that the amounts were estimates and they have changed after the actual costs were incurred as follows:

Description	Estimate	Actual
Suite Cleaning	\$320.00	\$330.00
Carpet Cleaning	\$200.00	\$168.00
Replacement smoke detector and batteries	\$80.00	\$0.00
Drywall Repairs	\$400.00	\$210.00
Light bulb replacements	\$50.00	\$22.99
Key Replacement	\$10.00	\$10.00
Yard work	\$150.00	\$50.40
Garbage hauling	\$300.00	\$68.20
<b>Total</b>	<b>\$1,510.00</b>	<b>\$859.59</b>

### Analysis

Section 37 of the *Act* requires a tenant who is vacating a rental unit to leave the unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all keys or other means of access that are in the possession and control of the tenant and that allow access to and within the residential property.

As the landlord has provided evidence that the tenant's agent accepted the value of the compensation to be \$1,510.00 and the tenant did not attend this hearing to dispute the landlord's claim I find the landlord has established entitlement to the monies sought in her claim.

As the landlord has provided receipts and testimony regarding the actual costs incurred to be reduced substantially from the original claim I find the landlord has taken all reasonable steps to mitigate the loss and is entitled to the revised value of \$859.59.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$909.59** comprised of \$859.59 for cleaning and repairs and the \$50.00 fee paid by the landlord for this application.

As the landlord had received written agreement from the tenant's agent to retain the security deposit I order the landlord deduct the security deposit held in the amount of \$625.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$284.59**.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: January 08, 2013.

