



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order permitting her to retain the security deposit. Despite having been served with the application for dispute resolution and notice of hearing sent via registered mail on October 22, the tenant did not participate in the hearing.

The hearing was set down as an in person hearing at the Residential Tenancy Branch (RTB) office in Burnaby. The landlord appeared at the Branch for the hearing, but the tenant did not appear at the office. The hearing was switched to a conference call hearing and the landlord was provided with a telephone at the RTB to enable her to participate. Although the same accommodation would have been made for the tenant, he did not appear at the office at the appointed time for the hearing or in the 40 minutes it took for the hearing to be completed.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began in September 2008 and ended on October 11, 2012. At the outset of the tenancy, the tenant paid a \$300.00 security deposit.

The landlord testified that the tenant failed to clean the rental unit at the end of the tenancy and she provided photographs to show the condition of the unit as well as a receipt showing that she paid \$525.00 for cleaning services. The landlord further testified that at the end of the tenancy, a bathroom window was broken and required replacement. The landlord provided an invoice showing that she paid \$230.00 to have the double pane window replaced.

The landlord seeks to recover these costs as well as the costs of sending documents to the tenant via registered mail and the \$50.00 filing fee paid to bring her application.

Analysis

I accept the landlord's undisputed testimony and I find that the tenant failed to adequately clean the rental unit. I find that the landlord is entitled to recover the \$525.00 paid for cleaning and I award her that sum.

I find that the bathroom window was broken during the tenancy and that the tenant must bear the cost of replacement. I award the landlord \$230.00.

I dismiss the claim for the cost of mailing documents to the tenant as under the Act, the only litigation related expense I am empowered to award is the cost of the filing fee. I find that as the landlord has been substantially successful in her application she is entitled to recover the cost of the filing fee.

Conclusion

I award the landlord \$805.00 which represents \$525.00 for cleaning, \$230.00 as the cost of repairing the bathroom window and \$50.00 for the filing fee. I order the landlord to retain the \$300.00 security deposit and the \$1.39 in interest which has accrued to the date of this judgment and I grant her a monetary order under section 67 for the balance of \$503.61. This order may be filed in the Small Claims Division of the Provincial 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: January 18, 2013

Residential Tenancy Branch

