



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 pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for damage to the rental unit pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing, although I waited until 9:41 a.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 9:30 a.m. The landlord attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions. The landlord testified that she sent the tenant a copy of the landlord's dispute resolution hearing package by registered mail on November 9, 2012. She provided a copy of the Canada Post Tracking Number to confirm this registered mailing. She said that Canada Post records indicate that the package was successfully delivered to the tenant at the address he provided to her at the end of this tenancy. I am satisfied that the landlord served the above package and her written evidence package to the tenant in accordance with the *Act*.

Issues(s) to be Decided

Is the landlord entitled to a monetary award for damage arising out of this tenancy? Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested? Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

This one-year fixed term tenancy commenced on November 1, 2011. Monthly rent was set at \$1,275.00, payable in advance on the first of each month, plus utilities. The landlord continues to hold the tenant's \$637.50 security deposit paid on October 21, 2011.

The landlord entered undisputed evidence that this tenancy ended by October 31, 2012, when the tenant vacated the premises as per his September 27, 2012 email to the landlord. The landlord entered into written evidence a copy of the October 27, 2011 joint move-in condition inspection report and the November 2, 2012 move-out condition inspection report prepared by the landlord. The landlord entered into written evidence copies of notices to the tenant requesting his attendance at a joint move-out condition inspection, which the tenant failed to attend.

The landlord's application for a monetary award of \$405.80 included the following, as set out on the move-out condition inspection report:

Item	Amount
December 2011 Late Fee	\$25.00
Suite Cleaning	150.00
Carpet Cleaning	100.80
Replacement of 2 Blind Wands	30.00
Lock Replacement and Rekeying	100.00
Total Monetary Award Requested	\$405.80

At the hearing, the landlord revised the amount of her requested monetary award to reflect the actual bills for the above items and her discovery of the 2 missing blind wands in the rental unit after she submitted her application for a monetary award. She revised her requested monetary award to \$342.20 (including recovery of her filing fee). This reflected the actual suite cleaning costs of \$88.00 and the actual locksmith charges of \$78.40. It also withdrew her claim for replacement of the blind wands.

Analysis

Based on the undisputed evidence of the landlord, I find that the landlord is entitled to a monetary award of \$342.20. I find that the landlord has supplied sufficient evidence to demonstrate entitlement to each of the items requested in her revised application for a monetary award. I allow the landlord to retain this amount from the tenant's security deposit.

Conclusion

I issue a monetary Order in the tenant's favour under the following terms which allows the landlord to recover damage arising out of this tenancy and to recover her filing fee.

Item	Amount
December 2011 Late Fee	\$25.00
Suite Cleaning	88.00
Carpet Cleaning	100.80
Lock Replacement and Rekeying	78.40
Less Security Deposit	-637.50
Filing Fee	50.00
Total Monetary Order	(\$295.30)

I order the landlord to return the above amount from the tenant's security deposit to the tenant forthwith. In the event that this does not occur, the tenant is provided with these Orders in the above terms and the landlord must be served with a copy of these Orders as soon as possible. Should the landlord fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: February 07, 2013

Residential Tenancy Branch

