



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Concert Realty Services Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR, MND, MNSD and FF

### Introduction

This hearing was convened on an application made by the landlord on February 13, 2013 seeking a Monetary Order for unpaid rent, NSF fee, cleaning costs and repair of damage to the rental unit, recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off against the balance owed.

Despite having been served with the Notice of Hearing sent by registered mail on February 14, 2013 to the address provided by the tenant, the tenant did not call in to the number provided to enable his participation in the telephone conference call proceeding. Therefore, it proceeded in his absence.

### Issue(s) to be Decided

Is the landlord entitled to a Monetary Order for the claims submitted?

### Background, Evidence and Analysis

This tenancy began on May 1, 2011. Rent was \$1,355 per month and the landlord holds security and pet damage deposits of \$650 each, both paid on April 19, 2011.

During the hearing, the landlord gave evidence that, after the tenant's rent cheque for February 2013 was returned NSF, the tenant advised by email on February 8, 2013 that he had vacated the rental unit.

The landlord submitted numerous photographs and receipts in support of the claims, on which I find as follows:

**Unpaid rent for February 2013 - \$1,355.** The landlord gave evidence that the tenant did not replace the February rent after having been notified that it was NSF. The claim is allowed.

**NSF fee - \$25.** As per the rental agreement, the landlord is entitled to claim \$25 in NSF fees and the claim is allowed.

**Cleaning of blinds - \$145.60.** This claim is supported by a receipt, photographic evidence and the rental agreement requiring professional cleaning of blinds at the conclusion of the tenancy.

**Painting - \$121.80.** The landlord's photographic evidence shows crayon markings, stickers and other marks on the walls necessitated a premature repainting at a cost greater than claimed. The claim is allowed in full.

**General cleaning - \$266.** This claim, supported by photographic evidence is based on 9.5 hours labour at \$25 per hour plus HST. It is allowed in full.

**Garbage removal - \$95.** In addition to normal refuse, this claim includes the cost of disposing of a mattress and box spring left behind by the tenant. The claim is allowed.

**Carpet cleaning - \$190.** The landlord stated that, because the tenant had a pet, the carpet required double cleaning and deodorizing. The claim is allowed.

**Replace bedroom door - \$100.** The landlord's photograph showed a hole in the door that was larger than could be repaired. This claim is allowed.

**Filing fee – \$50.** As the application has succeeded on its merits, I find that the landlord is entitled to recover the filing fee for this proceeding from the tenant.

**Security and pet damage deposits – (\$1,300.).** As authorized by section 72 of the *Act*, I hereby order that the landlord retain the tenant's security and pet damage deposits in set off against the balance owed.

Thus, I find that the tenant owes to the landlord an amount calculated as follows:

Unpaid rent for February 2013	\$1,355.00
NSF fee	25.00
Cleaning of blinds	145.60
Painting	121.80
General cleaning	266.00
Garbage removal	95.00
Carpet cleaning	190.40
Replace bedroom door	100.00
Filing fee	50.00
Sub total	\$2,348.80
Less retained security and pet damage deposits (\$650 x 2)	- 1,300.00
<b>TOTAL remaining owed to landlord</b>	<b>\$1,048.80</b>

### Conclusion

In addition to authorization to retain the tenant's security and pet damage deposits, the landlord's copy of this decision is accompanied by a Monetary Order for **\$1,048.80**, enforceable through the Provincial Court of British Columbia, for service on the tenant.

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: May 06, 2013

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Residential Tenancy Branch

