



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Brown Bros. Agencies Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNDC, MNSD and FF

Introduction

This hearing was convened on an application made by the landlord on February 14, 2013 seeking a Monetary Order for the costs of cleaning and repairs 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 15, 2013 to the address provided by the tenant, the tenant did not call in to the number provided to enable her participation in the telephone conference call proceeding. Therefore, it proceeded in her absence.

Issue(s) to be Decided

Is the landlord entitled to a monetary award for the claims submitted?

Background, Evidence and Analysis

This tenancy began on August 1, 2011 and ended on or about July 31, 2013 under a one year fixed term rental agreement in which the parties had selected the option that the tenancy became month to month at its conclusion. Rent was \$720 per month and the landlord hold a security deposit of \$360 paid at the beginning of the tenancy.

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During the hearing, the landlord gave evidence that the building manager had found the rental unit abandoned on or about July 31, 2012. She stated that the tenant had not provided a forwarding address and requested return of her security deposit until January 30, 2013 enabling the present application.

The landlord submitted copies of the rental agreement, condition inspection reports and numerous photographs and invoices in support of her claims on which, in the absence of any evidence to the contrary, I find as follows:

Carpet cleaning - \$89.60. This receipted claim is allowed in full.

General cleaing – \$150. On the basis of photographic evidence and receipt, this claim is allowed in full.

Cleaning supplies - \$40. I find this claim to be in keeping with the norm and it is allowed.

General repairs - \$152. This claim is supported by receipts and photographic evidence and is allowed in full.

Lock replacement - \$94.82. As the tenant had not returned the keys, this claim is allowed in full.

Hauling - \$168. The landlord's photos showed a substantial amount of material left behind by the tenant in this claim, supported by receipt. It is allowed.

Painting - \$180. The landlord stated this claim was for touch up painting made necessary by the unusual number of marks on the walls. The claim is allowed in full.

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 deposit – (\$360.). As authorized by section 72 of the *Act*, I hereby order that the landlord retain the tenant's security deposit in set off against the balance owed.

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

Carpet cleaning	\$ 89.60
General cleaing	150.00
Cleaning supplies	40.00
General repairs	152.00
Lock replacement	94.82
Hauling	168.00
Painting	180.00
Filing fee	50.00
Sub total	\$924.42
Less retained security deposit (no interest due)	- 360.00
TOTAL remaining owed to landlord	\$564.42

Conclusion

In addition to authorization to retain the tenant's security deposit in set off, the landlord's copy of this decision is accompanied by a Monetary Order for **\$564.42**, 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 07, 2013

Residential Tenancy Branch

