



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Hollyburn Estates Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNDC, 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 two agents for the landlord.

The landlord provided documentary evidence to confirm the tenants were 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 May 9, 2013 in accordance with Section 89. As per Section 90, the documents are deemed received by the tenants on the 5th day after it was mailed.

Based on the evidence of the landlord, I find that the tenants have 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 cleaning and damage; for all or part of the security deposit and to recover the filing fee from the tenants 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 March 24, 2012 for a month to month tenancy beginning on April 1, 2012 for a monthly rent of \$1,195.00 due on the 1st of each month with a security deposit of \$597.50 paid. The tenancy ended on April 26, 2013.

The landlord has submitted a Condition Inspection Report signed by the parties confirming the tenants agree with condition as reported indicated damage to the countertops and failure to clean carpets. The Report is also signed by the tenants allowing the landlord to retain the deposit in lieu of any outstanding charges.

The landlord has provided a receipt confirming the cost of repairs to the countertop were \$448.96 and carpet cleaning was \$78.00 for a total owing the landlord of \$526.96.

The landlord has also submitted an email from the tenants indicating they do not intend to dispute the landlord's claim.

Analysis

As the landlord has provided evidence the tenants agree with the deductions from the security deposit for the damage and repairs, I accept the landlord has established they may retain \$526.96 from the security deposit held.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$576.96** comprised of \$448.96 for countertops; \$78.00 for cleaning and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct this amount from the security deposit held in the amount of \$597.50 in satisfaction of this claim. I grant a monetary order to the tenants for the balance of the security deposit in the amount of **\$20.54**.

This order must be served on the landlord. If the landlord fails to comply with this order the tenant 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: August 16, 2013

Residential Tenancy Branch