



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This is an application filed by the Landlord for a monetary claim for damage to the unit, site or property, to keep all or part of the security deposit and recovery of the filing fee.

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend or submit any documentary evidence. The Landlord states that the Tenant was served with the notice of hearing package by Canada Post Registered Mail on September 17, 2013 and has provided a copy of the Customer Receipt Tracking number as confirmation.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

Background and Evidence

The Landlord states that the Tenant moved in on March 15, 2013 and vacated the rental unit on a mutually agreed upon date of August 27, 2013. The Landlord states that a condition inspection report for the move-in was completed, but does not have a copy of it. No condition inspection report for the move-out has been completed. The Landlord stated in her direct testimony that a \$375.00 security deposit was paid that is currently held by the Landlord.

The Landlord seeks a monetary claim of \$387.58. This consists of a claim for \$100.00 in general cleaning, \$147.11 for the cost of new blinds, paint, smoke eliminator cleaner, closet hardware, drywall anchors and batteries, \$57.22 for cleaning supplies, \$65.00 for gas and \$6.25 for dump fees. The Landlord relies on digital photos submitted via fax that do not provide sufficient details of any kind. The Landlord has submitted copies of

receipts from HomeDepot dated 02/02/13 for \$147.11, a receipt from Buy-Low Foods dated August 30, 2013 for \$57.22, an invoice from C-Lee-R Cleaning Services Dated August 30, 2013 for \$100.00, a receipt from Esso Mini Mart dated September 6, 2013 for \$65.00 and a receipt from the Reg. District of North Okanagan dated September 6, 2013 for \$6.25.

Analysis

I find on a balance of probabilities based upon the undisputed testimony of the Landlord that a claim has been established of \$387.58. The Landlord has provided sufficient evidence to satisfy me that the Tenant caused damage to the rental unit which required the Landlord to have fixed/replaced based upon the invoices/receipts submitted. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$375.00 security deposit in partial satisfaction of the claim and I grant a monetary order under section 67 for the balance due of \$62.58. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$62.58.
The Landlord may retain the security deposit.

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: October 31, 2013

Residential Tenancy Branch

