



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Park Royal Ventures  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNDC, MNSD, FF

### Introduction

This is an application filed by the Landlord for a monetary order for damage to the unit, site or property, for money owed or compensation for damage or loss, 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 sent the notice of hearing and submitted documentary evidence by Canada Post Registered Mail on August 30, 2013. As such, I find that both parties have been properly served.

### 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

This Tenancy began on February 1, 2012 and ended on May 5, 2013. The monthly rent was \$1,945.00 payable on the 1<sup>st</sup> of each month. The Landlord states in her direct testimony that there is currently a \$972.00 security deposit held in trust.

The Landlord seeks a monetary claim for \$775.80. This consists of cleaning charges of \$268.80, \$165.00 for drapery replacement, \$308.00 to re-polish floors, \$20.00 for replacing a fob and \$14.00 for the replacement of a heat lamp. The Landlord relies on an incomplete condition inspection report and the invoices submitted for each of the claims.

Analysis

The Landlord's monetary claim of \$775.80 has been established based upon the undisputed evidence of the Landlord. I order that the Landlord retain \$775.80 from the \$972.00 security deposit in satisfaction of the claim. The Landlord must comply with Section 38 of the Act in disposing of the remaining portion of the security deposit.

Conclusion

The Landlord may retain \$775.80 from the security deposit.  
The Landlord must comply with Section 38 of the Act in disposing of the remaining portions of 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: December 04, 2013

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Residential Tenancy Branch

