



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1621895 ALBERTA LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNR, MNSD, MND, FF

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent, cost of cleaning and repairs and for the recovery of the filing fee. The landlord also made application to retain the security deposit in partial settlement of the claim.

The landlord testified that she served the tenant with the notice of hearing and evidence package in person at the tenant's place of work, on November 08, 2013. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for unpaid rent, cost of cleaning and repairs and for the recovery of the filing fee. Is the landlord entitled to retain the security deposit?

Background and Evidence

The landlord testified that the tenancy started on March 01, 2013. The tenant moved out at the end of September 2013. The monthly rent was \$750.00.00 payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$375.00.

The landlord testified that the tenant owed \$200.00 for rent for September and left the unit in a condition that required a lot of cleaning. In addition the walls were damaged and needed to be patched and painted. The landlord filed photographs of the damage. The photographs also support the landlord's testimony that the unit required extensive cleaning.

Analysis

Based on the undisputed testimony and documentary evidence of the landlord, I find that the tenant owes \$200.00 for rent. The landlord agreed to accept \$800.00 towards her claim for work done in the rental unit. Accordingly, I find that the landlord is entitled to \$1,000.00.

Since the landlord has proven her case she is also entitled to the recovery of the filing fee of \$50.00.

Overall the landlord has established a claim of \$1,050.00. . I order that the landlord retain the security deposit of \$375.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$675.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

The landlord may retain the deposit and I grant the landlord a monetary order in the amount of \$675.00.

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: February 07, 2014

Residential Tenancy Branch

