



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MainStreet Equity Corp.
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 Tenants did not attend or submit any documentary evidence. The Landlord states that the Tenants were both served with the notice of hearing packages and the submitted documentary evidence by Canada Post Registered Mail on November 15, 2013 and has provided copies of the Customer Receipt Tracking numbers as confirmation. I accept the undisputed evidence of the Landlord and find that both Tenants have been properly served with the notice of hearing and submitted documentary evidence.

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 seeks a monetary claim of \$615.00 for move out/maintenance charges. The Landlord states that the Tenants vacated the rental unit and upon inspection determined that it required 5 hours of cleaning at \$25.00 per hour for \$125.00. The Landlord also states that upon inspection after the end to the tenancy it revealed that the Tenant's caused damage to the flooring in the living room and the bedroom. The Landlord relies on a complete condition inspection report for the move-in and the submitted photographs to show that the floor was damaged during the tenancy. No

completed condition inspection report for the move out was completed by both parties. The Landlord states that a \$375.00 security deposit, \$200.00 pet damage deposit and a \$40.00 key fob deposit are currently held.

Analysis

I accept the undisputed evidence of the Landlord and find that a monetary claim for \$615.00 has been established. The Landlord has satisfied me that the Tenant caused damage to the rental unit floors in the living and bedrooms and as well that extensive cleaning was required based upon the completed condition inspection report for the move-in and the photographic evidence from the end of the tenancy.

The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the combined deposits of \$615.00 in partial satisfaction of the claim and I grant a monetary order for \$50.00 for the balance due. 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 \$50.00.

The Landlord may retain the security deposit, pet damage deposit and the key fob deposits.

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 28, 2014

Residential Tenancy Branch

