



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding EWALD Rentals
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, MND, MNSD, FF

Introduction

This is an application filed by the Landlord for a monetary order for money owed or compensation for damage or loss, 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 Tenants did not attend or submit any documentary evidence. The Landlord states that the Tenants were sent the notice of hearing package and the submitted documentary evidence twice by Canada Post Registered Mail on November 28, 2013 and then again on February 14, 2014. The Landlord has provided copies of the Customer Receipt as confirmation that both packages were sent. As such, I am satisfied that both parties were properly served with the notice of hearing package and the 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

This tenancy began on August 1, 2012 on a fixed term tenancy for 1 year as shown by the Landlord's submitted copy of the signed tenancy agreement. The monthly rent was \$1,195.00 payable on the 1st of each month and a security deposit of \$600.00 was paid.

The Landlord seeks a monetary claim of \$813.00, which consists of \$108.00 for general cleaning, \$95.00 for carpet cleaning, \$250.00 for painting and \$360.00 for the replacement of damaged drapery.

The Landlord states that the Tenants left the rental unit without cleaning, with a missing curtain in the living room, patches on the wall in the living room a dirty oven and stove

top. The Landlord's Agent, W.S. stated in her direct testimony that a later inspection revealed that the dirty walls in the bedroom could not be cleaned and had to be repainted and that the carpets required cleaning as well. The Landlord relies on a complete condition inspection report for the move-in and an incomplete condition inspection report for the move-out as well as copies of the receipts issued for each expense incurred.

The Landlord stated during the hearing that the claim for \$360.00 for the replacement of drapery is a quote and that the drapery has not yet been replaced.

Analysis

I accept the undisputed evidence of the Landlord and find that a monetary claim has been established. However, I find that the drapery curtain was found to be missing, but that the Landlord's claim of \$360.00 has not been established as no drapery has been bought. No true accounting of the cost for replacement of the drapery was provided by Landlord other than a quote. On this claim, I find that a loss occurred and as such grant a nominal award of \$150.00. I also find that the Landlord's remaining monetary claims has been established based upon the undisputed evidence. The Landlord has established a total monetary claim of \$603.00. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$600.00 security deposit in partial satisfaction of the claim and I grant a monetary order for \$53.00 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 \$53.00.
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: March 19, 2014

Residential Tenancy Branch

