



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Affordable Housing Charitable Association
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This is an application filed by the Landlord for a monetary order 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 both served with the notice of hearing package by Canada Post Registered Mail on November 18, 2013 and has provided copies of the Customer Receipt Tracking numbers as confirmation. The Landlord also state that on February 4, 2014 the amended application and the Landlord's documentary evidence was sent by Canada Post Registered Mail to both Tenants and was later returned as refused by the Tenant. As such, I find that both parties have been 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, 2013 on a fixed term tenancy ending on October 31, 2013 and then thereafter on a month to month basis as shown by the submitted copy of the signed tenancy agreement. The Landlord stated that the Tenancy ended on October 31, 2013 and currently holds a 4450.00 security deposit in trust.

The Landlord seeks an amended monetary claim of \$420.50. This consists of \$135.45 for carpet cleaning, \$120.00 for general cleaning, \$60.00 for wall repairs, \$20.00 for roof cleaning and \$85.05 for a dump run to dispose of furniture. The Landlord relies on a

completed condition inspection report for both the move-in and the move-out, photographs of damages and required cleaning and invoices for each of the claims.

Analysis

I find based upon the undisputed evidence of the Landlord that a claim has been established for a monetary order. The Landlord's evidence shows that the rental unit was left dirty requiring general cleaning, carpet cleaning and wall repairs. The Landlord has established a total monetary claim for \$420.50. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$450.00 in partial satisfaction of the claim and I grant a monetary order under section 67 for the balance due of \$20.50. 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 \$20.05.
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 06, 2014

Residential Tenancy Branch

