



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Capilano Property Management Services  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC, MNSD, MND, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on March 13, 2014, the tenants did not participate in the conference call hearing. The landlord gave affirmed evidence.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background, Evidence and Analysis

The landlord's undisputed testimony is as follows. The tenancy began on June 1, 2013 and ended on February 28, 2014. The tenants were obligated to pay \$700.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$350.00 security deposit.

The landlord stated that the tenant did not clean the carpets or drapes and caused some paint damage to the suite. The landlord submitted completed and signed move in and move out condition inspection reports. The tenant agreed to the paint repairs. The landlord stated that he incurred costs of \$100.00 for wall repairing and painting, \$77.00 for drape cleaning, \$115.50 for carpet cleaning and \$75.00 for flea treatment of the carpet. The landlord submitted receipts to support his claim. Based on the above I find that the landlord is entitled to \$367.50.

The landlord is also entitled to the recovery of the \$50.00 filing fee.

Conclusion

The landlord has established a claim for \$417.50. I order that the landlord retain the deposit and interest of \$350.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$67.50. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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: July 02, 2014

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Residential Tenancy Branch

