



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MND, MNSD, MNDC, FF*

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act*, for a monetary order for cleaning and painting of the rental unit and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his claim.

The notice of hearing was served on the tenant on April 11, 2014 by registered mail to the forwarding address provided by the tenant. The landlord filed a tracking number. Despite having been served with 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**

Has the landlord established a claim for costs incurred to paint and clean the rental unit and for the filing fee? Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The tenancy started on April 01, 2013 and ended on March 31, 2014. The rent was \$760.00 due in advance on the first day of each month. The tenant paid a security deposit in the amount of \$380.00.

A copy of the tenancy agreement was filed into evidence. The agreement contained a clause that required the tenant to have the carpet professionally cleaned and have the drapes dry cleaned. The tenant signed in acknowledgment that if he failed to do so, the landlord would do so on behalf of the tenant and the cost would be billed to the tenant. The tenant was required to provide proof of having carried out the required cleaning.

Move in and move out inspections were conducted and the landlord filed a copy of the reports. The move out inspection was done in the presence of the tenant on March 31, 2014. During this inspection the landlord found damage to the walls from hanging pictures. The tenant had not dry cleaned the drapes and had not had the carpet cleaned professionally. The tenant was notified of the cost of painting and cleaning and he did not agree. He also refused to sign the move out inspection report.

The landlord has filed invoices to support his claim for the following:

1.	Painting	\$80.00
2.	Carpet cleaning	\$140.00
3.	Dry cleaning of drapes	\$170.00
6.	Filing fee	\$50.00
	Total	<b>\$440.00</b>

### **Analysis**

Based on the sworn undisputed testimony of the landlord I accept the landlord's claim for the cost of cleaning and painting. Since the landlord has proven his case he is also entitled to the recovery of the filing fee. Overall, the landlord has established a claim for the amount of \$440.00.

During the hearing the landlord agreed to accept the security deposit of \$380.00 in full and final settlement of all claims against the tenant. Accordingly, I order that the landlord to retain the security deposit of \$380.00.

### **Conclusion**

The landlord may retain the security deposit of \$380.00.

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: August 08, 2014

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Residential Tenancy Branch

