



# 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 for a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

The landlord participated in the teleconference hearing, but the tenants did not call into the hearing. The landlord submitted evidence that they served the tenants with the application for dispute resolution and notice of hearing by registered mail received by the tenants on May 14, 2014. I accepted the landlord's evidence regarding service of notice of the hearing, and I proceeded with the hearing in the absence of the tenants.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on December 1, 2012. At the outset of the tenancy, the landlord collected a security deposit from the tenants in the amount of \$525. The landlord and one tenant did a move-in inspection and completed a condition inspection report on December 1, 2012. The landlord stated that the rental unit had been gutted and renovated before the tenancy began, and everything was brand new when the tenants moved in.

The tenancy ended on January 31, 2014. The landlord stated that she did a move-out inspection with the female tenant on February 6, 2014, but the tenant refused to sign the condition inspection report.

The landlord stated that the tenants did not clean the unit before vacating, and they damaged the floors and walls. The landlord has claimed compensation as follows:

- 1) \$2809.62 estimated cost for flooring – the landlord stated that there was water damage in the centre of the living room and bedroom floors. The landlord planned to patch up the bedroom floor with flooring from the living room, and then re-floor the living room, as there is no matching flooring now available;
- 2) \$84.51 for the cost of paint and rollers – to repair damage done to the walls;
- 3) \$140 for seven hours of cleaning, at \$20 per hour – the landlord stated they are only claiming for part of the time spent cleaning items such as the washer, dryer, fridge, windows and oven, and removing garbage from the deck; and
- 4) \$29.13 for photographs and copies.

In support of their claim, the landlord submitted evidence including the following:

- a copy of a residential tenancy agreement, signed and dated by the tenants and the landlord, indicating that the tenants paid \$525 for a security deposit;
- two quotes for flooring repairs and the invoice for the cost of new flooring installed in June 2011;
- receipts for painting supplies;
- a detailed description of all items that required cleaning;
- 66 photographs of dirty and damaged items in the rental unit; and
- a copy of the Landlord's Application for Dispute Resolution, filed March 27, 2014.

### Analysis

Upon consideration of the undisputed evidence, I find that the landlord has established their claim for all items claimed, with the exception of the costs for photographs and copies. The only cost associated with the dispute resolution process which is normally recoverable is the filing fee, which I address below.

The evidence noted above shows that the tenants paid a security deposit of \$525, and when they vacated they left the rental unit dirty and damaged, specifically with damage to the flooring and walls.

As the landlord's application was successful, they are also entitled to recovery of the \$50 filing fee for the cost of this application.

Conclusion

The landlord is entitled to \$3084.13. I order that the landlord retain the security deposit of \$525 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$2559.13. 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: August 6, 2014

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Residential Tenancy Branch

