



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 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. Both parties participated in the conference call hearing. The landlord submitted documentary evidence for this hearing, which the tenant confirmed that he had received. The tenant did not submit any documentation for this hearing. I am satisfied that the landlord has served the tenant the notice of hearing package and evidence in accordance with the Act.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence and Analysis

The landlord's testimony is as follows.

The tenancy began on August 1, 2012 and ended on July 31, 2014. The tenants were obligated to pay \$630.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$450.00 security deposit. The market value of this suite is \$1500.00. The tenants qualified for a subsidiary to cover the difference. Condition inspection reports were conducted at move in and move out.

As the landlord is the sole applicant in this matter I address the landlord's claims and my findings around each as follows.

First Claim – The landlord is seeking \$300.00 for painting and patching the walls throughout the unit. The tenant agrees with this amount. Based on the agreement, receipts, the photos and condition inspection report, I find that the landlord is entitled to \$300.00.

Second Claim – The landlord is seeking \$135.45 for carpet cleaning. The tenant agrees with this claim. Based on the agreement, the receipt, the photos and the condition inspection report I find that the landlord is entitled to \$135.45.

Third Claim – The landlord is seeking \$220.00 for cleaning the unit. The landlord stated that the unit was not left in a manner that was suitable for re-renting and required 11 hours of cleaning at \$20.00 per hour = \$220.00. The landlord submitted photos, receipt, and condition inspection report to support their claim.

The tenant disputes this claim. The tenant stated that they left the unit “just like when we got it”.

Based on the documentary evidence provided by the landlord, I am satisfied that they are entitled to \$220.00.

Fourth Claim – The landlord is seeking \$166.95 for the replacement of the bedroom door. The landlord stated that the tenant kicked a hole in the door. The tenant disputes this claim. The tenant stated that they acknowledge and accept responsibility for the door but they feel \$100.00 is the appropriate amount.

The landlord provided an invoice that reflects the amount as claimed and I am therefore satisfied that the landlord is entitled to \$166.95.

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

Conclusion

The landlord has established a claim for \$872.40. I order that the landlord retain the deposit and interest of \$450.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$422.40. 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: March 03, 2015

Residential Tenancy Branch

