



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Lord Nelson Place
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes 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. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on October 9, 2014, the tenants did not participate in the conference call hearing. The landlord provided documentation to support the service requirements as outlined in the rules of procedure and in the Act. I am satisfied that the tenant was duly served. 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 April 1, 2012 and ended on September 30, 2014. The tenants were obligated to pay \$950.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$475.00 security deposit. Condition inspection reports were conducted at move in and move out.

I address the landlord's claims and my findings around each as follows.

Landlords Claim – The landlord is seeking \$359.25 for cleaning the patio, parking stall, oven, drapes and suite. The tenant signed and agreed with all costs on the condition inspection report at move out except for the cost of cleaning the drapes. The landlord provided documentary evidence to support her claim in regards to the drapes. The landlord provided the condition inspection, photos, receipts and testimony to support her claim. Based on all of the above and in the absence of any disputing evidence from the tenant I find that the landlord is entitled to \$359.25.

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

The landlord has established a claim of \$409.25 leaving a balance owing to the tenant of \$65.75.

Conclusion

The landlord has been successful in her application and that she is entitled to retain \$409.25 of the security deposit. The balance of \$65.25 is to be returned to the tenant, and in the event it already has, there is no further action required by the landlord.

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: May 21, 2015

Residential Tenancy Branch

