



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding HAVEN PROPERTIES  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** *MNSD, FF*

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for the cost of cleaning and repairs, and for the recovery of the filing fee. The landlord also made application to retain the security and pet deposits in full settlement of the claim.

The landlord testified that she served the tenant with the notice of hearing and evidence package by registered mail on March 08, 2016, to the forwarding address provided by the tenant, on the move out inspection report. The landlord filed a copy of the tracking slip. Despite having been served 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**

Is the landlord entitled to a monetary order for the cost of cleaning and repairs and for the recovery of the filing fee? Is the landlord entitled to retain the deposits?

### **Background and Evidence**

The landlord testified that the tenancy started on July 01, 2014. The monthly rent was \$950.00.00 payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$475.00 and a pet deposit of \$200.00.

The landlord testified that the tenancy ended on February 29, 2016. On that day the landlord conducted a move out inspection in the presence of the tenant. The tenant signed the report and provided a forwarding address. Discrepancies were noted on the move out report which included dents to a new washing machine, cigarette burns on the carpet, holes in the walls and damage to the blinds. Certain areas were also left in a dirty condition.

The parties communicated by text messages regarding the costs of cleaning and repairs and could not come to an agreement. On March 08, 2016, the landlord filed this application.

The landlord stated that the total amount spent on this unit is \$3,289.00 for cleaning, painting and repairs. The landlord filed photographs and copies of invoices to support her monetary claim. The landlord also stated that she would accept the deposits in full settlement of her claim.

### **Analysis**

Based on the undisputed testimony and documentary evidence of the landlord, I find that the tenant left the rental unit in a condition that required cleaning, painting and repairs. The landlord provided sufficient evidence to support her monetary claim by way of photographs and invoices. The landlord also agreed to accept the security and pet deposits in the amount of \$675.00 in full and final settlement of all claims against the tenant.

Accordingly, I order the landlord to retain the security deposit of \$475.00 and the pet deposit of \$200.00 in full and final settlement of all claims against the tenant.

### **Conclusion**

The landlord may retain the deposits in the total amount of \$675.00.

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: October 21, 2016

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Residential Tenancy Branch