



# 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, repairs and the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim.

The landlord sent a copy of her application and the notice of hearing to the tenant by registered mail on June 13, 2016, to the forwarding address provided by the tenant. The landlord filed a copy of the tracking slip into evidence. 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 cleaning, repairs and for the recovery of the filing fee? Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The tenancy started on October 01, 2015. Prior to moving in the tenant paid a security deposit of \$825.00. The tenant moved out at the end of February 2016 and provided the landlord with a forwarding address in writing on June 08, 2016. The landlord made this application on June 09, 2016.

The landlord stated that the walls were covered with writing by permanent marker, pens, crayons etc. There was also nail polish on the walls and on the carpet. The unit appeared as if it had never been cleaned during the tenancy. The landlord hired a cleaning company to clean the unit and they reported dirt everywhere, garbage left behind and even mud inside the dryer. After the walls were cleaned, the landlord had to paint the walls to cover some of the markings that were still showing. The landlord is claiming the cost of paint and her for her time to do so.

The landlord testified that it is possible that the tenant's children urinated on the carpet because there was a strong odour of urine throughout the rental unit and the carpet had to be replaced. The landlord stated that she installed a used carpet and is claiming half the cost of doing so. The landlord also testified that the glass pane on one the front windows was broken and is claiming the cost to replace the pane.

The landlord filed photographs and invoices to support her claim for the following:

1.	Repair glass	\$355.11
2.	Paint	\$153.33
3.	Painting Labour costs	\$456.00
4.	Replace Carpet	\$526.16
5.	Suite cleaning	\$798.75
6.	Filing fee	\$100.00
	Total	<b>\$2,389.35</b>

### **Analysis**

Based on the testimony of the landlord, the documents and photographs filed into evidence and in the absence of evidence to the contrary I find that the landlord has proven her claim for a total of \$2,389.35

I order that the landlord retain the deposit of \$825.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$1,564.35. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the landlord a monetary order for the amount of **\$1,564.35**

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: December 07, 2016

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Residential Tenancy Branch