



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing was convened in response to an application by the landlord filed August 15, 2016 for a monetary order for damage to the unit as set off by the security deposit, and to recover the filing fee.

The hearing was conducted by conference call. The landlord was represented in the hearing. The tenant did not attend although served with the application and Notice of Hearing as well as supporting evidence sent by registered mail to the respective forwarding addresses provided by the tenants at the end of the tenancy. The landlord provided proof of mail registration including the tracking number for the mail. The landlord was given opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for damages in the amount claimed?

Background and Evidence

The undisputed testimony and evidence of the landlord is that the tenancy started November 01, 2014 and ended July 31, 2016. At the outset of the tenancy the landlord collected a security deposit of which they retain a balance of \$675.00 in trust. At the start and end of the tenancy the landlord conducted joint condition inspections with respective inspection reports subsequently provided to the tenant. The tenant provided the landlord their forwarding address on July 31, 2016.

The landlord claims that the tenant left the rental unit unclean and damaged. The landlord provided the *move-in* and *move-out* condition inspection reports completed and signed by the parties. In addition the landlord provided a series of large format photo images of the claimed damage to the unit and image depictions of areas claimed left unclean by the tenant.

The landlord claims cleaning costs of \$210.00 supported by an invoice, \$225.75 for refuse removal of the tenant's cast-offs supported by an invoice, and \$720.00 for remedial tasks and small repairs by a repair contractor supported by an invoice.

Analysis

I accept the landlord's undisputed testimony and their document evidence submitted as establishing the tenant left the rental unit unclean and needing the repairs as claimed. I accept the landlord has provided evidence they incurred the amounts claimed. The landlord is further entitled to recover the \$100.00 filing fee paid for their application for a total award of **\$1255.75**.

I Order that the landlord retain the residual deposit of \$675.00 in partial satisfaction of the claim and I grant the landlord an order under Section 67 of the Act for the balance due of **\$580.75**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

The landlord's application is granted.

This Decision is final and binding on both parties.

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: January 24, 2017

Residential Tenancy Branch