



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding J. D. NELSON & ASSOC. LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR, MNDC, MND, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid utilities, repairs, cleaning and for the recovery of the filing fee. The landlord also applied to retain the security and pet deposits in partial satisfaction of his claim.

The landlord testified that on September 27, 2016 he served the tenant with the notice of hearing and evidence package by registered mail to the address provided by the tenant in writing. The landlord filed a 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 loss of income and for the recovery of the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The landlord testified that the tenancy started on July 01, 2015 and ended on August 31, 2016. The monthly rent was \$1,500.00 due on the first of each month. Utilities were not included in the rent.

A move out inspection was conducted on August 30, 2016 and the tenant signed in acknowledgement of repairs and cleaning that was required to be done. The tenant also rented a garage as storage space and agreed in writing to let the landlord retain \$250.00 from the security deposit towards rent owed for the garage.

The landlord filed a copy of the move in and move out inspection report and copies of invoices, emails and utility bills to support his claim.

Landlord's claim

1.	Utility bills for January 2016 – August 2016	\$544.71
2.	Unpaid rent for garage	\$250.00
3.	Repair of basement bedroom wall	\$145.00
4.	Repair and re-seed yard	\$72.07
5.	Replace curtains and rod	\$108.35
6.	Replace taps, light bulbs and keys	\$223.58
7.	Cleaning	\$160.00
8.	Filing fee	\$100.00
	Total	\$1,603.71

Analysis

Based on the sworn undisputed testimony of the landlord and the documentary evidence filed by the landlord, I find that the landlord has filed sufficient evidence to prove his claim for the above items. The evidence filed by the landlord consists of invoices, utility bills, emails and the move out inspection report. The move out inspection report details the damage to the rental unit and is signed by the tenant.

Accordingly I find that the landlord is entitled to his entire monetary claim of \$1,603.71. The landlord holds a security deposit of \$750.00 and a pet deposit of \$750.00 for a total of \$1,500.00. The landlord agreed to retain this amount in full and final satisfaction of his claim against the tenant.

Conclusion

The landlord may retain both the security and pet deposits in full and final settlement of his monetary claim.

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 28, 2017

Residential Tenancy Branch