



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 sections 67, 38 and 72 of the *Residential Tenancy Act*. The landlord applied for a monetary order for the cost of cleaning, repairs, and the filing fee. The landlord also applied to retain the security and pet deposits in partial satisfaction of his claim.

The landlord sent a copy of his application and the notice of hearing to the tenant by registered mail on August 21, 2020, to the forwarding address provided by the tenant, on the move out inspection report. The landlord provided a tracking number. 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, repairs and the filing fee? Is the landlord entitled to retain the security and pet deposits?

Background and Evidence

The landlord testified that the tenancy started on March 07, 2020 and ended on August 03, 2020. Prior to moving in the tenant paid a security deposit of \$500.00 and a pet deposit of \$500.00.

The landlord testified that the tenant had eight cats who created considerable damage to the door frames and left the unit with an unpleasant odour of pet urine. There was vomit and urine stains on the carpet. The tenant also spray painted the bumper of her car on the patio which left paint on the concrete, that she failed to remove. The tenant left the unit dirty and left behind her unwanted possessions. The landlord filed photographs of the condition of the rental unit as the tenant left it at the end of tenancy.

The landlord is claiming the cost of cleaning, garbage removal, paint removal, carpet deodorizing and repair of the door frames. The landlord filed photographs, the moveout condition inspection report and invoices to support his monetary claim.

The landlord is claiming the following:

1.	Garbage Removal	\$498.75
2.	Removal of pet stains/odour from carpet	\$210.00
3.	Cleaning and disinfection	\$200.00
4.	Repair and paint	\$554.40
5.	Filing fee	\$100.00
	Total	\$1,563.15

Analysis

Based on the undisputed testimony of the landlord and the photographs, condition report and invoices filed into evidence, I find that the landlord has proven his monetary claim and is therefore also entitled to the recovery of the filing fee.

Overall, the landlord has established a claim of \$1,563.15. I order that the landlord retain the security and pet deposits of \$1,000.00 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 \$563.15. 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 **\$563.15**.

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 04, 2020

Residential Tenancy Branch