

DECISION

Dispute Codes: MND, MNSD and FF

Introduction

This application was brought by the landlord seeking a Monetary Order for damage to the rental unit, cleaning, and recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off against any balance found owing.

Despite having been served with the Notice of Hearing sent by registered mail on January 12, 2010, the tenant did not call in to the number provided to enable her participation in the telephone conference call hearing. Therefore, it proceeded in her absence.

While the landlord's original application was based on estimates, he submitted a series of receipts to the branch received on June 9, 2010 and sent the same materials to the tenant by registered mail.

Issues to be Decided

This application requires a decision on whether the landlord is entitled to a Monetary Order for the claims presented based on whether the damage or losses are proven, whether they are attributable to the tenant and whether the amounts claimed are fair and substantiated.

Background and Evidence and Analysis

This tenancy began on May 1, 2006 and ended on December 31, 2009. Rent was \$520 per month and the landlord holds a security deposit of \$237.50 paid on or about April 26, 2006.

During the hearing, the landlord presented the following claims on which I find as follows:

Replace door, bathroom ceiling, blinds, kitchen light, bifold doors - \$1,380.94.

The largest item on this service provider's invoice was replacement of a fire door and frame which the landlord stated had been kicked in. The remaining damages had not been recorded on the move-in inspection report and the tenant had not participated in the full move-out condition inspection I find that this claim is allowed in full.

General cleaning - \$126. This claim is allowed in full.

Carpet cleaning - \$78.75. This claim is allowed in full.

Replace bedroom blinds - \$26. I am unable to determine from the landlord's submission and the documentary evidence submitted whether this item was included in the first noted invoice for general repairs and it is, therefore, dismissed.

The landlord withdrew his claim for painting and refuse removal and other miscellaneous claims.

Filing fee - \$50. Having found merit in the landlord's application, I find that he is entitled to recover the filing fee for this proceed.

Security deposit - \$237.50. I find that the landlord is entitled to authorization to retain the security deposit in set off against the balance owed.

Thus, I find that the tenant owes to the landlords an amount calculated as follows:

General repairs	\$1,380.94
General cleaning	126.00
Carpet cleaning	78.75
Filing fee	50.00
Sub total	\$1,635.69
Less retained security deposit	- 237.50
Less interest	- 8.02
TOTAL	\$1,390.17

Conclusion

In addition to authorization to retain the security deposit in set off, the landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, for \$1,390.17 for service on the tenant.

June 21, 2010