

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid utilities and damage to unit - Section 67;
2. An Order to retain the security deposit - Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing.

The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on October 1, 2009 and ended on January 12, 2011. Rent in the amount of \$1,400.00 was payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$700.00. The Tenant failed to pay utilities in the amount of \$215.29, failed to clean the unit at the end of the tenancy, left the carpet damaged by cat urine and a torn seam, and left the back yard damaged from the digging of 8 post holes in the lawn. The Tenants attempted to cover the holes in the lawn but the holes are still apparent. The Landlord’s wife completed the cleaning of the unit which took nine hours for a cost of \$225.00. The chemicals to clean the carpet cost \$64.79. The Landlord intends to

repair the lawn and carpet himself and requests compensation for his time. The quantum of the Landlord's monetary claim is **\$740.00**.

Analysis

Based on the undisputed facts provided by the Landlord, I find that the Landlord has substantiated his claims in relation to the damages caused by the Tenants. Given the receipts provided for the costs to pay the utility arrears and the cost of chemicals to clean the carpet, I find that the Landlord has substantiated his claim to compensation for these items. I find the amount claimed to clean the unit to be reasonable. I also find that the Landlord has provided reasonable estimates for the work required to repair the carpet and lawn. Accordingly, I find that the Landlord is entitled to a monetary amount of **\$740.00** in compensation for the damages. The Landlord is also entitled to recovery of the \$50 filing fee, for a total entitlement of **\$790.00**. The **security deposit** will be off-set from the award made herein.

Calculation for Monetary Order

Damages to the unit	\$740.00
Filing Fees for the cost of this application	50.00
Less Security Deposit and interest <i>to date</i>	-700.00
Total Monetary Award	\$90.00

Conclusion

I order that the Landlord retain the **deposit** and interest of \$700.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$90.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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: June 30, 2011.

Residential Tenancy Branch