



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

Some documentary evidence, photo evidence, and written arguments have been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The respondent was served with notice of the hearing by registered mail that was mailed on March 15, 2011, but did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request to retain the full security deposit of \$212.50 to cover the costs of cleaning, repairs, and recovery of the filing fee.

Background and Evidence

The applicant testified that:

- when the tenant vacated the tenant left the rental unit very dirty and in need of cleaning. (See photos)
- The tenant also left the front door in the rental unit badly scratched by a pet.
- The rental unit also required flea spray.

The applicant is therefore requesting an order as follows:

Cleaning	\$70.00
Carpet cleaning	\$32.50
Wash and re-hang drapes	\$20.00
Front door repair	\$25.00

Flea spray	\$60.00
Filing fee	\$50.00
Total	\$257.50

The applicant therefore requests an order allowing her to keep the full security deposit of \$212.50, and she abandons the claim for the remainder.

Analysis

It is my finding that the landlord has shown that the rental unit was left in need of cleaning and repairs. The applicant has supplied photo evidence that clearly shows the damages and the required cleaning.

It is also my finding that it's reasonable for the landlord to have had the carpets sprayed for fleas considering the condition in which they were left, and the fact that the tenant had a pet in the rental unit.

I therefore allow the landlords full claim for cleaning and repairs.

Conclusion

I have allowed the landlords full claim of \$257.50 and therefore I order that the landlord may retain the full security deposit of \$212.50 towards this claim. I issue no monetary order for the difference because the landlord stated she is abandoning her claim for any amount above the amount of the security deposit held.

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 23, 2011.

Residential Tenancy Branch