



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with an application by the landlord to keep all or part of the security deposit and recovery of the filing fee.

The landlord participated in the conference call hearing but the tenant did not. The landlord presented evidence that the tenant was served with the application for dispute resolution and notice of hearing by registered mail. I found that the tenant had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence.

Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

Background and Evidence

This fixed term tenancy began September 1, 2010 with monthly rent of \$2400.00 and the tenants paid a security deposit of \$1200.00. The fixed term tenancy was to end June 15, 2011 however the tenants vacated the rental unit May 31, 2011.

The landlord testified that when the tenants vacated the rental unit and the rental unit inspected it was determined that the tenants had not thoroughly cleaned the rental unit and that there was damage to the rental unit. The landlord stated that she had to have the kitchen and bathroom cleaned, the carpets cleaned, curtains were missing and a kitchen cabinet was broken.

The landlord stated that as the tenants broke the fixed term lease the landlord is also seeking compensation for the cost to re-advertise the rental unit to secure new tenants.

The landlord stated that when she advised the tenant of the costs for damages and cleaning that the tenants agreed to the deduction and advised the landlord to go ahead and deduct the amount out of the security deposit. On June 9, 2011 the landlord returned the \$403.70 balance of the security deposit to the tenant.

The landlord stated that as the tenant had been agreeable to the deductions and had been very respectful during the tenancy, the landlord has considered this matter fully settled and requested to withdraw her claim for recovery the \$50.00 filing fee.

Analysis

Based on the documentary evidence and testimony of the parties, I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds for entitlement to a monetary order for damages and cleaning costs.

The landlord is entitled to a monetary order of \$796.30 for damages and cleaning costs.

The landlord prior to this hearing reached an agreement with the tenant regarding this claim and the matter has been fully resolved.

The landlord has requested to withdraw their claim to recover the \$50.00 filing fee therefore this portion of the landlord's application is dismissed without leave to reapply.

Conclusion

I find that the landlord has established a monetary claim for \$796.30 for damages and cleaning costs. I order the landlord pursuant to s. 38(4) of the Act to keep \$796.30 of the tenant's \$1200.00 security deposit in full satisfaction of the 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: September 14, 2011.

Residential Tenancy Branch