



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order authorizing her to retain the security deposit in partial satisfaction of the claim. Despite having been served with the application for dispute resolution and notice of hearing via registered mail sent on November 15, 2011 to the forwarding address he provided to the landlord, the tenant did not participate in the conference call hearing.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began on November 1, 2010 at which time a \$450.00 security deposit and \$450.00 pet deposit were paid. The tenancy ended on November 5, 2011.

The landlord seeks an award to recover the following costs:

Overholding – per diem charge for 5 days	\$ 150.00
Refrigerator handle repair	\$ 45.00
Light bulb and heat lamp replacement	\$ 18.00
Garbage removal	\$ 30.00
Key replacement	\$ 10.00
Carpet shampoo and flea treatment	\$ 210.00
Door repair	\$ 45.00
Filing fee	\$ 50.00
Total:	\$1,055.50

The landlord testified that the tenant overheld the unit by 5 days in November and seeks to recover rent \$150.00 in occupational rent for those 5 days.

The landlord testified that the rental unit was left in poor condition at the end of the tenancy, having not been adequately cleaned. The move-out condition inspection report shows that the unit was extremely dirty and the tenant's agent signed agreeing that the report accurately reflected the condition of the unit. The landlord also provided photographs showing the condition of the unit. She further testified that the draperies required repairs and cleaning. The total cost of these services, which were provided by the landlord's maintenance staff, was \$497.50.

The landlord testified that the tenant damaged the handle to the refrigerator door which required a repair at a cost of \$45.00. This repair was performed by the maintenance staff.

The landlord testified that at the end of the tenancy, 4 light bulbs and one heat lamp bulb were burned out and replaced at a cost of \$18.00.

The landlord testified that the tenant failed to remove all of his belongings and garbage at the end of the tenancy and the landlord incurred a maintenance charge of \$30.00 to remove same.

The landlord testified that the tenant failed to return keys at the end of the tenancy, which were replaced at a cost of \$10.00.

The landlord testified that the tenant failed to clean carpets at the end of the tenancy and provided photographs showing the soiled condition of the carpet. She further testified that the tenant had signed an agreement that the landlord could clean the carpet at a cost of \$75.00 and apply a flea treatment at a cost of \$135.00.

The landlord testified that in September 2011, the tenant damaged the doors of 2 other units in the building. The landlord advised the tenant in September that he would be held responsible for the \$200.00 repair charge. The tenant's roommate paid \$155.00 of that charge and the landlord seeks to recover the \$45.00 still outstanding.

The landlord seeks to recover the \$50.00 filing fee paid to bring her application.

Analysis

I accept the landlord's undisputed evidence and I find that the tenant is liable for the amounts claimed. I award the landlord \$1,055.50. I order the landlord to retain the \$450.00 security deposit and \$450.00 pet deposit in partial satisfaction of the claim and I grant her a monetary order under section 67 for the balance of \$155.50. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order for \$155.50 and may retain the security and pet deposits.

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: January 31, 2012

Residential Tenancy Branch