Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Langara Gardens Holdings Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes   MNSD, MNDC, MND, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order 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 by registered mail on January 15, 2014, the tenants did not participate in the conference call hearing.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence and Analysis

The landlord's undisputed testimony is as follows. The tenancy began on August 1, 2005 and ended on January 1, 2014. The tenants were obligated to pay $1650 per month in rent in advance and at the outset of the tenancy the tenants paid a $700.00 security deposit.

 I address the landlord's claims and my findings around each as follows.

The landlord provided, photos, receipts, a move in and move out condition inspection report and testimony to support her claims.

First Claim – The landlord is seeking $168.00 for drapery cleaning, $175.00 for carpet cleaning and $700.00 for suite cleaning. Based on the evidence submitted and in the absence of any disputing evidence from the tenant, I find that the landlord is entitled to $1043.00.

Second Claim – The landlord is seeking $628.88 to replace a refrigerator and a hood fan. The landlord advised that both items were almost new as they had been replaced in

the past couple of years. Based on the evidence submitted and in the absence of any disputing evidence from the tenant, I find that the landlord is entitled to $628.88.

Third Claim – The landlord is seeking $690.00 for wall repairs. The landlord stated that the walls required extensive filling, patching and spraying of Kilz to repair damage that the tenants had caused. Based on the evidence submitted and in the absence of any disputing evidence from the tenant, I find that the landlord is entitled to $690.00.

Fourth Claim- The landlord is seeking $920.00 for repairing cupboard doors and counter. The landlord advised that the building was built in 1969 but this unit had been updated shortly before the tenants had moved in. The landlord stated that the costs are for materials only and that she has not submitted the labour costs incurred. Based on the evidence submitted and in the absence of any disputing evidence from the tenant, I find that the landlord is entitled to $920.00.

Fifth Claim- The landlord is seeking $80.00 for the replacement of keys, tags and fobs that the tenant did not return. Based on the evidence submitted and in the absence of any disputing evidence from the tenant, I find that the landlord is entitled to $80.00.

Sixth Claim – The landlord is seeking $53.23 for a pro-rated amount of rent. The landlord stated that the tenant had "over held" the unit for a day. Based on the evidence submitted and in the absence of any disputing evidence from the tenant, I find that the landlord is entitled to $53.23.

Conclusion

In summary, the landlord has been successful in the following claims:

Cleaning Costs	$1043.00
Appliances	$ 628.88
Wall Repair	$690.00
Cupboard and counter repair	$920.00
Replace keys, fob, tags	$ 80.00
Unpaid Rent – 1 day	$ 53.23
Filing fee	$50.00
Total :	**$3465.11**

The landlord has established a claim for $3465.11. I order that the landlord retain the $700.00 deposit and interest of $24.79 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of $2740.32. 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: May 05, 2014

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Residential Tenancy Branch