



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MND, MNDC, MNSD, FF

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for the cost of repairs, cleaning and for the recovery of the filing fee. The landlord also applied to retain the security deposit and pet deposit in partial satisfaction of his claim.

The landlord sent a copy of his application and the notice of hearing to the tenant by registered mail on February 14, 2014, to the forwarding address as provided by the tenant on the move out inspection report. The landlord filed a tracking number. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the landlord entitled to a monetary order for the cost of repairs and the filing fee? Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The tenancy started on February 01, 2013 and ended on January 31, 2014. The rental unit was furnished and the monthly rent was \$4,000.00, due on the first of each month. Prior to moving in the tenant paid a security deposit of \$2,000.00 and a pet deposit of \$2,000.00. A move out inspection was conducted on January 31, 2014. The tenant acknowledged the damage but the parties could not agree on the cost of repairs that the tenant was responsible for. To resolve this dispute the landlord filed an application for dispute resolution on February 14, 2014 which is within 15 days of the end of tenancy.

The landlord filed a copy of the move out inspection report which is signed by the tenant and contains the forwarding address of the tenant, as written by the tenant.

The landlord also filed photographs that depict the damage done to the rental unit. The photographs and the move out inspection report indicate that the carpets are heavily stained, there is considerable pet damage to the furniture, carpets, sprinkler system and walls, missing pots, water damage to the window and the dirty condition that the rental unit was left in. In addition the landlord testified that there were unpaid strata fines in excess of \$600.00.

The landlord has filed an itemised list of his claims along with the cost incurred. The landlord has also filed invoices to support his claim in the amount of \$7,061.20.

### **Analysis**

Based on the sworn undisputed testimony of the landlord and on the documentary evidence filed by the landlord, I find that the tenant and his pet caused considerable damage to the rental unit and the landlord incurred a cost of \$7,061.20 to restore the unit to a condition in which it could be re rented. Therefore I find that the landlord is entitled to his monetary claim. The landlord has proven his case and is therefore entitled to the recovery of the filing fee of \$100.00.

Overall the landlord has established a claim of \$7,161.20. I order that the landlord retain the security deposit of \$2,000.00 and the pet deposit of \$2,000.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$3,161.20. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the landlord a monetary order for the amount of **\$3,161.20**.

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 30, 2014

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Residential Tenancy Branch

