



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 pursuant to the *Residential Tenancy Act* for a monetary order for cleaning, painting, repairs and the filing fee. The landlord also applied to retain the security deposit in full satisfaction of her claim.

Service of the hearing document, by the landlord to the tenant, was done in accordance with section 88 of the *Residential Tenancy Act*. The landlord mailed the package by registered mail on April 01, 2016 and filed a copy of the tracking slip. The landlord stated that she mailed the package to the address provided by the tenant and upon checking the tracking history, she found that the tenant had received it and signed in acknowledgement.

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 cleaning, painting, repairs and the filing fee?

Background and Evidence

The tenancy started on December 01, 2014. The monthly rent was \$1,100.00 payable on the first day of each month. Prior to moving in the tenant paid a security deposit of \$500.00. The tenant moved out on March 10, 2016.

The landlord testified that the tenant did not respond to her requests for a move out inspection. The landlord stated that the unit was not clean, the walls and carpet was stained with nail polish, there was a blockage in the plumbing system and the walls required painting. The landlord stated that the carpets were 7 years old and the unit had been painted just prior to the start of the tenancy.

The landlord has provided evidence to support her claim for all the above remedies. The evidence consists of a move out inspection report, photographs and receipts. The monetary order claim sheet indicates that the landlord incurred a cost of \$3,897.68.

The landlord is asking to retain the deposit in full satisfaction of her monetary claim against the tenant.

Analysis

Based on the undisputed testimony of the landlord and the documents filed into evidence by the landlord, I find that the landlord has proven her monetary claim. The landlord is requesting to keep the security deposit in full satisfaction of the cost incurred by her which is higher than the amount of the security deposit.

I find that the landlord has established her monetary claim and I order the landlord to keep the security deposit in full satisfaction of her claim.

Conclusion

The landlord may retain the security deposit of \$500.00 in full and final settlement of all claims against the tenant with regard to this rental unit.

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: August 24, 2016

Residential Tenancy Branch