

# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing and Social Development

## Decision

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

### **Introduction**

I have been delegated the authority under Section 9.1 of the *Residential Tenancy Act* (the “Act”) to hear this matter and decide the issues.

I reviewed the evidence on the case file prior to the Hearing. The Landlord’s agents gave affirmed evidence and this matter proceeded on its merits.

### **Issue(s) to be Decided**

This is the Landlord’s application for a monetary order for damage to the rental unit; to retain the security deposit; and to recover the filing fee for the cost of this application from the Tenant.

### **Background and Evidence**

#### **Service**

The Landlord’s agent testified that she mailed the Tenant the Notice of Hearing documents, by registered mail, on March 27, 2009, to an address that the Tenant verbally provided as a forwarding address at the end of the tenancy. The Landlord provided a tracking number for the registered mail. The Landlord’s agent testified that the registered mail package was returned to the Landlord. The Landlord’s agent testified that she had been communicating with the Tenant at an e-mail address. The Landlord’s agent testified that she scanned and sent the Notice of Hearing documents

to the Tenant's e-mail address. Subsequently, in a separate e-mail to the Tenant sent on April 8, 2009, the Landlord's agent sent the Tenant additional evidence for the Hearing, via the same e-mail address. Tenant responded to the Landlord's e-mail enclosing the additional evidence.

#### Landlord's agents' testimony

- The Tenant paid a security deposit in the amount of \$400.00 to the Landlord on November 29, 2007.
- On January 4, 2009, Landlord issued a One Month Notice to End Tenancy for Cause. The Tenant moved out of the rental unit on February 28, 2009, as a result of the Notice.
- A Condition Inspection Report was done when the Tenant moved in to the rental unit. Both parties were present and signed the Move-In Condition Inspection Report on December 1, 2007. The Tenant did not sign the Move-Out Condition Inspection Report.
- The Tenant verbally provided the Landlord with a forwarding address.
- The Tenant did not return the keys to the rental unit. The Tenant left the rental suite in a damaged and unclean condition.

The Landlord provided the following evidence to the case file:

- Copy of tenancy agreement;
- Copy of the Condition Inspection Report for the rental unit, signed by the Landlord and Tenant at move-in and by the Landlord alone at move-out;
- Copy of invoice for cleaning in the amount of \$300.00 (three cleaners required);
- Copy of invoice for cleaning and repairing drapes in the amount of \$40.00;
- Copy of invoice for professional carpet cleaning in the amount of \$84.00;
- Copy of invoice for replacement of lock and keys to the Tenant's door and mailbox in the amount of \$63.56; and

- Copy of invoice for repairing closet and bedroom doors, and painting due to damage caused by Tenant, in the amount of \$200.00;
- 30 colour photocopies of photographs taken of rental unit after Tenant vacated, showing filthy fridge, stove, toilet, carpet; debris, dirty diapers, and garbage left in the unit; and damaged cupboards, walls and curtain tracks.

### **Analysis**

Pursuant to Section 71(2)(c) of the Act, I find that the Tenant was sufficiently served with the Notice of Hearing documents, by registered mail. Section 90 of the Act deems service in this manner to be effective 5 days after mailing the Notice of Hearing documents to the Tenant's forwarding address. Although duly served, the Tenant did not appear at the Hearing and the Hearing proceeded in her absence.

The Condition Inspection Report indicates that the carpets were clean when the Tenant moved in, and required cleaning when the Tenant vacated the rental unit. The photographs provided by the Landlord support that claim.

The oral testimony, photographs and copies of the invoice also support the Landlord's claim for damages. In the absence of any evidence at all from the Tenant, I find that the Landlord has proven its claim in its entirety.

The Landlord has been successful in its application and is entitled to recover the cost of the filing fee from the Tenant.

Pursuant to Section 72(2)(a) of the Act, the Landlord may apply the security deposit towards partial satisfaction of its monetary claim.

The Landlord has established a monetary order as follows:

Cost of replacing the keys/locks to the rental unit and mail box	\$63.56
Cost of cleaning and repairing the drapes	\$40.00
Cost of cleaning the carpet	\$84.00

Cost of cleaning the rental unit	\$300.00
Cost of repairing doors, cupboards and walls	\$200.00
Recovery of the filing fee	\$50.00
Less security deposit of \$405.00 and interest of \$6.55	<u>&lt;\$411.55 &gt;</u>
TOTAL payable to Landlord after offset of security deposit	\$326.01
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### **Conclusion**

I grant the Landlord a monetary order in the amount of \$326.01 against the Tenant. This order must be served on the Tenant and may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an order of that Court.

June 2, 2009

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