



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

**MND, MNR, MNSD, MNDC, FF**

### Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has made application requesting compensation for damage to the rental unit, damage or loss under the Act, unpaid rent, to retain all or part of the security deposit and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The agent for the landlord stated that on September 9, 2011, copies of the Application for Dispute Resolution and Notice of Hearing were sent to the tenant by registered mail to the forwarding address given by the tenant at the end of her tenancy, August 25, 2011. A Canada Post tracking number was provided as evidence of service. The landlord checked the Canada Post web site, which indicated the tenant had signed, accepting the registered mail on September 12, 2011.

These documents are deemed to have been served in accordance with section 89 of the Act; however the tenant did not appear at the hearing.

### Preliminary Matters

The landlord confirmed that there is no claim for unpaid rent.

### Issue(s) to be Decided

Is the landlord entitled to compensation in the sum of 2,408.00 in damage or loss under the Act?

Is the landlord entitled to filing fee costs?

### Background and Evidence

This fixed-term tenancy commenced on December 2, 2010; the tenant vacated on August 18, 2011; the tenancy ended on August 25, 2011. Rent was \$1,050.00 per month; a deposit in the sum of \$525.00 was paid. A copy of the tenancy agreement

was supplied as evidence; which indicated the amount of the deposit. The agreement indicated the tenant had signed a form K; the tenant had been given copies of the strata rules.

The landlord made the following claim:

Agreed re-renting costs	1008.00
Painting and cleaning	350.00
Parking violations	1,000.00
<b>TOTAL</b>	<b>2,408.00</b>

A copy of the move-in and move-out condition inspection report was supplied. The tenant signed the report agreeing to a \$900.00 re-renting fee, plus HST, in the sum of \$1,008.00. The tenant did not indicate if she agreed or disagreed with the contents of the report in relation to damage and the need for cleaning.

A copy of an email from the residential caretaker was supplied as evidence of the \$50.00 cost for fob replacement; the tenant did not return 1 of 2 given to her at the start of the tenancy; this was noted on the condition inspection report.

The landlord supplied some photographs showing damaged walls and the need for cleaning. A copy of an August 25, 2011, invoice for painting and cleaning was supplied as evidence.

Copies of 2 letters, dated September 12, 2011 and August 19, 2011, from the strata council, imposing \$200.00 parking fines for five violations between July 8 and 11, 2011. The witness testified that the tenants had been warned not to park in the visitor area.

The landlord stated that the strata rules given to the tenant indicated fines would be imposed if the tenant parked in the visitor's area.

The landlord has attempted to have the fines reversed and if they are successful would adjust any monetary order accordingly.

### Analysis

In the absence of evidence to the contrary and the absence of the tenant who was served with Notice of this hearing; I find that the landlord is entitled to all costs claimed; in the sum of \$2,408.00

If either the landlord or the tenant is able to have the parking fines altered; then proof of this may be submitted to Small Claims Court so that a downward adjustment of the monetary Order amount may be made.

I find that the landlord's application has merit and that the landlord is entitled to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

I find that the landlord is entitled to retain the tenant's security deposit plus interest, in the amount of \$525.00, in partial satisfaction of the monetary claim.

### Conclusion

I find that the landlord has established a monetary claim, in the amount of \$2,458.00, which is comprised of damage or loss under the Act and damage to the rental unit, plus \$50.00 in compensation for the filing fee paid by the landlord for this Application for Dispute Resolution.

The landlord will be retaining the tenant's security deposit in the amount of \$525.00, in partial satisfaction of the monetary claim.

Based on these determinations I grant the landlord a monetary Order for the balance of \$1,933.00. In the event that the tenant does not comply with this Order, it may be served on the tenant, filed with the Province of British Columbia 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: November 24, 2011.

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Residential Tenancy Branch