



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding The Scotsman Motel
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MND; MNSD; FF

Introduction

This is the Landlord's application for a Monetary Order for damages; to retain a portion of the security deposit in satisfaction of its monetary claim; and to recover the cost of the filing fee from the Tenant.

The Landlord's agent (PG) gave affirmed testimony at the Hearing.

PG testified that the Notice of Hearing documents were mailed to the Tenant to the address the Tenant gave at the end of the tenancy, via registered mail on April 4, 2013. PG provided the tracking numbers for the registered mail. He stated that the documents were returned to the Landlord "unclaimed" on May 7, 2013.

I am satisfied that the Tenant was duly served with the Notice of Hearing documents by registered mail. Service in this manner is deemed to be effected 5 days after mailing the documents. Failure to accept delivery of registered mail does not change the service provisions of the Act. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in her absence.

Issues to be Decided

- Is the Landlord entitled to a Monetary Order for damages?

Background and Evidence

PG gave the following testimony and evidence:

This month-to-month tenancy began on January 17, 2013. Monthly rent was \$750.00, due on the first day of each month. The Tenant paid a security deposit in the amount of \$375.00 at the beginning of the tenancy. The tenancy ended on April 1, 2013.

The Tenant made no attempt to clean the room, which took 4 hours. One bath mat and one bath towel were missing from the room and three pillow cases and one sheet were stained and did not come clean. The dresser was damaged and the Landlord had to get it refinished.

The Landlord provided receipts and a copy of the signed agreement in evidence, along with photographs of the damaged dresser.

The Landlord seeks a monetary award, calculated as follows:

Replace stained sheet	\$23.17
Replace three stained pillow cases	\$17.80
Replace missing bath towel	\$16.95
Replace missing bath matt	\$9.61
Cleaning (only charging for 2 hours, plus tax)	\$56.50
Damage to dresser	\$50.00
Recovery of filing fee	<u>\$50.00</u>
TOTAL	\$224.03

Analysis

I accept PG's undisputed testimony in its entirety. The Landlord's application had merit and I find that it is entitled to recover the cost of the filing fee from the Tenant. Based on PG's testimony and the documentary evidence provided, I find that the Landlord is entitled to its claim in the total amount of **\$224.03**.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply a portion of the security deposit in satisfaction of the Landlord's monetary award. No interest has accrued on the security deposit.

I order that the Landlord return the balance of the security deposit in the amount of **\$150.97** to the Tenant by mailing the balance to the Tenant at the forwarding address she gave the Landlord.

Conclusion

The Landlord's application is granted. I order the Landlord to return the remainder of the security deposit in the amount of **\$150.97** to the Tenant.

In support of this, the Tenant is hereby provided with a Monetary Order in the amount of **\$150.97**.

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: July 15, 2013

Residential Tenancy Branch