



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Dorset Realty Group Canada Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, MND, MNR, MNDC, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for compensation - Section 67;
3. A Monetary Order for damage to the unit – Section 67;
4. An Order to retain the security deposit - Section 38; and
5. An Order to recover the filing fee for this application - Section 72.

The Tenant did not appear at the Hearing. The Landlord states that the Tenant is a family member and as such knows the residential address of the Tenant. I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### Preliminary Matters

The Landlord withdraws the claims for liquidated damages and costs for key replacement.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to recovery of the filing fee?

### Background and Evidence

The tenancy started on September 1, 2011. Following a notice of rent increase for September 2012, rent for the unit was \$850.00. At the outset of the tenancy the Landlord collected \$412.50 as a security deposit. The Parties mutually completed a move in condition inspection and report.

The Tenant provided notice to end the tenancy effective October 31, 2013 but was moved out of the unit by September 30, 2013. The Tenant did not pay rent for October 2013 and the Landlord claims \$850.00.

The Landlord provided 2 opportunities for a move-out inspection however the Tenant did not respond or attend either opportunity, the last being September 30, 2014 and the Landlord completed the move-out inspection alone. The Tenant left the unit unclean and the Landlord claims \$388.50 for cleaning the unit and the carpet. The Tenant left garbage in the unit and left the walls painted a different color. The Tenant was not given permission to paint the walls. The Landlord claims \$1,648.50.

### Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party, that reasonable steps were taken by the claiming party to minimize or mitigate the costs claimed, and that costs for the damage or loss have been incurred or established. Based on the undisputed evidence of the Landlord, I find that the Landlord has substantiated that the Tenant failed to pay rent as required under the tenancy agreement and that the Landlord is therefore entitled to **\$850.00**.

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable

wear and tear, and give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property. Based on the undisputed evidence of the Landlord I find that the Tenant failed to leave the unit reasonably clean, left garbage and damaged the unit by painting the walls different colors without permission of the Landlord. I find that the Landlord has therefore substantiated an entitlement to **\$2,037.00**.

As the Landlord's application has met with success, I find that the Landlord is also entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$2,937.00**. Deducting the security deposit of **\$412.50** plus zero interest leaves **\$2,524.50** owed by the Tenant to the Landlord.

#### Conclusion

I Order the Landlord to retain the security deposit plus interest of \$412.50 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for **\$2,524.50**. If necessary, this order may be filed in the 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: March 24, 2014

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Residential Tenancy Branch

