



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Affordable Housing Charitable Association
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, 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 damages to the unit - Section 67;
2. An Order to retain the security deposit - Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

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 Tenant did not attend the Hearing. Landlord was given full opportunity to be heard, to present evidence and to make submissions.

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 in February 2001 and ended on December 31, 2013. At the outset of the tenancy the Landlord collected \$350.00 as a security deposit.

The Landlord states that the Tenant left the unit unclean and damaged and claims as follows:

- \$78.75 for the cost of cleaning the carpet. The Landlord states that although the carpet was new just before the tenancy started, the carpet was still in good useable condition;
- \$154.01 and \$40.00 for the cost of supplies and labour to replace two doors damaged by holes;
- \$50.00 for the removal of large item garbage left behind by the Tenant;
- \$40.00 for the replacement of a piece of damaged vinyl siding.

The Landlord's application limits the quantum of damages being sought to \$336.00.

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 Tenant left the unit unclean and damaged and that the Landlord has substantiated an entitlement to the **\$336.00** as claimed. The Landlord is also entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$386.00**. Deducting the security deposit of **\$350.00** plus **\$22.34** in interest leaves **\$13.66** owed by the Tenant.

Conclusion

I Order the Landlord to retain the security deposit plus interest of \$372.34 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the amount of **\$13.66**. 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: April 28, 2014

Residential Tenancy Branch

