



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Mainstreet Equity Corp.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MND, MNDC, MNSD, FF

Introduction

This hearing concerns the landlord's application for a monetary order as compensation for damage to the unit, site or property / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of all or part of the security deposit / and recovery of the filing fee. The landlord's agent attended and gave affirmed testimony.

Despite service of the application for dispute resolution and notice of hearing (the "hearing package") by way of registered mail on both tenants, neither tenant appeared. Evidence provided by the landlord's agent includes the Canada Post tracking number for the registered mail, and the Canada Post website informs that both items were "successfully delivered."

Issue(s) to be Decided

Whether the landlord is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement the year-long fixed term of tenancy began on November 01, 2012. Monthly rent was due and payable in advance on the first day of each month. While monthly rent was advertised as \$900.00, pursuant to a "rental incentive agreement," a monthly rent concession in the amount of \$150.00 was offered in exchange for a tenant's agreeing to enter into a 12 month lease. A security deposit of \$450.00 was collected. A move-in condition inspection report was completed with the participation of both parties.

By written notice dated January 02, 2014, the tenants gave notice to vacate the unit effective January 31, 2014. Subsequently, on or about February 04, 2014, the property

manager found the unit keys returned to the office mail box in an envelope, along with a forwarding address provided by the tenants. The landlord's agent then attended the unit and, in the absence of the tenants, the landlord's agent undertook to complete a move-in / move-out / charge analysis on February 04, 2014. The landlord's application for dispute resolution was filed on February 06, 2014.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: www.rto.gov.bc.ca

Based on the affirmed / undisputed testimony of the landlord's agent, and documentary evidence which includes but is not limited to photographs, I find that the landlord has established entitlement to a claim of **\$180.00**, which is calculated as follows:

\$40.00: *stove / oven cleaning*
\$35.00: *replacement of light bulbs*
\$25.00: *floor covering cleaning*
\$30.00: *toilet cleaning*
\$50.00: *filing fee*

Conclusion

I hereby order that the landlord withhold **\$180.00** from the security deposit of **\$450.00**, and I hereby order that the landlord return the balance of the security deposit to the tenants in the amount of **\$270.00** (\$450.00 - \$180.00).

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: May 27, 2014

Residential Tenancy Branch

