



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Action Property Management Group Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, FF

Introduction

There are applications filed by both parties. The landlord seeks a monetary claim for damage to the unit, site or property, to keep all or part of the security deposit and recovery of the filing fee. The tenant seeks a monetary claim for the return of double the security deposit and recovery of the filing fee.

The landlord attended the hearing by conference call and gave undisputed testimony. The tenant did not attend. The landlord states that the tenant was served with the notice of hearing package and the submitted documentary evidence by Canada Post Registered Mail on March 20, 2014 and has provided in her direct testimony the Canada Post Customer Receipt Tracking number as confirmation. I accept the undisputed evidence of the landlord and find that the tenant has been properly served with the notice of hearing package and the submitted documentary evidence by Canada Post Registered Mail on March 20, 2014.

The landlord acknowledged that she was served with the tenant's notice of hearing package and the submitted documentary evidence. At the end of the hearing, waiting 15 minutes past the start of the hearing, the tenant's application was dismissed without leave to reapply.

Issue(s) to be Decided

Is the landlord entitled to a monetary order?
Is the landlord entitled to retain the security deposit?

Background and Evidence

This tenancy began on September 17, 2013 on a month to month basis as shown by the submitted copy of the signed tenancy agreement dated September 17, 2013. The monthly rent is \$2,400.00 payable on the 1st of each month and a security deposit of \$1,200.00 was paid on September 16, 2013. A condition inspection report for the move-in was completed on September 17, 2013 and a move-out report completed on February 28, 2014.

The landlord seeks a monetary claim of \$1,177.00 which consists of \$170.00 for paint and labour for oil stains in the garage, \$669.50 based on an estimate for repairs to a dented garage door, \$52.50 for general cleaning of the rental unit, \$135.00 for repair to two closet doors in the entryway and the bedroom and \$100.00 for general labour for the removal of feces from the yard.

The landlord states that although no receipts or invoices were submitted the owner bought painting materials for \$70.00 and charged \$100.00 for painting labour. The landlord states that the estimate for \$669.50 for repairs to the dented garage door was performed and that there is a receipt for the like amount paid. The landlord stated that the owner hired a third party cleaner and paid them \$52.50 for general cleaning of the rental unit. The landlord states that the owner bought parts and replaced the broken pieces of the two closet doors for \$135.00. The landlord states that the owner paid a third party labourer \$100.00 to clean up feces left in the yard. The landlord states that general labour costs range from \$75.00 to \$150.00 per hour based upon the local economy rates because of a shortage in the labour pool.

Analysis

I accept the undisputed evidence of the landlord and find that a monetary claim of \$1,177.00 has been established. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$1,200.00 security deposit in partial satisfaction of the claim and I grant a monetary order to the landlord for \$27.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order for \$27.00.
The landlord may retain the security deposit.

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 09, 2014

Residential Tenancy Branch

