



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Cascadia Apartment Rentals Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: MNR, MND, MNDC, MNSD, FF

### Introduction

This hearing was scheduled in response to the landlord's application for a monetary order as compensation for unpaid rent / compensation for damage to the unit, site or property / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee. Agents representing the landlord attended and gave affirmed testimony.

The landlord's agents testified that the application for dispute resolution and the notice of hearing (the "hearing package") were served on the tenant by way of Xpresspost. Evidence submitted by the landlord includes the Canada Post tracking number for the Xpresspost, and the Canada Post website informs that the item was "successfully delivered." Despite this, the tenant did not appear.

The landlord's agents testified that the aspect of the application concerning unpaid rent was made in error, and is therefore withdrawn. The landlord's agents also testified that the aspect of the application concerning the "living room carpet stain" (\$400.00) was being withdrawn.

### Issue(s) to be Decided

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

### Background and Evidence

Pursuant to a written tenancy agreement, a copy of which is not in evidence, the tenancy began on March 17, 2013. Monthly rent of \$1,450.00 is due and payable in advance on the first day of each month, and a security deposit of \$725.00 was collected. The landlord's agents testified that a move-in condition inspection report was completed with the participation of both parties.

After notice was given by the tenant, tenancy ended effective June 30, 2014. The landlord's agents testified that a move-out condition inspection report was completed with the participation of both parties, and that the tenant provided the landlord with her forwarding address at that time.

### Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: [www.gov.bc.ca/landlordtenant](http://www.gov.bc.ca/landlordtenant)

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord's agents, I find that the landlord has established a claim of **\$798.44**, as follows:

- \$140.00: *carpet cleaning*
- \$40.00: *blind cleaning*
- \$90.00: *general cleaning within the unit*
- \$278.44: *labour & materials for painting*
- \$200.00: *miscellaneous repairs*
- \$50.00: *filing fee*

I order that the landlord retain the security deposit of **\$725.00**, and I grant the landlord a **monetary order** for the balance owed of **\$73.44** (\$798.44 - \$725.00).

### Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$73.44**. This order may be served on the tenant, 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: December 08, 2014

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Residential Tenancy Branch

