



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Homelife Peninsula Property Management
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 and / or pet damage deposits / and recovery of the filing fee. While the landlord's agent attended and gave affirmed testimony, the tenant did not appear.

The landlord's agent testified that the application for dispute resolution and notice of hearing (the "hearing package") were served on the tenant by way of registered mail at the address provided by the tenant on the move-out condition inspection report. Evidence submitted by the landlord includes the Canada Post tracking number for the registered mail. The Canada Post website informs that the item was "unclaimed by recipient" and that it was subsequently "successfully returned to the sender."

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 term of tenancy is from September 01, 2013 to August 31, 2014. Monthly rent of \$1,937.00 is due and payable in advance on the first day of each month. A security deposit of \$1,000.00 and a pet damage deposit of \$1,000.00 were collected. A move-in condition inspection report was completed with the participation of both parties.

Tenancy ended June 30, 2014. A move-out condition inspection report was completed with the participation of both parties. The tenant provided her forwarding address on the move-out condition inspection report. The landlord's agent testified that the tenant

was agreeable to the landlord's withholding of \$189.00 from the security / pet damage deposits for repairs, however, the tenant did not agree with the landlord's proposal to withhold an additional \$237.50 for cleaning. Thereafter, the landlord filed an application for dispute resolution on July 11, 2014.

During the hearing the landlord's agent requested that the application be amended to reflect a reduction in the amount of compensation sought by the landlord for cleaning. Specifically, the landlord seeks costs for cleaning in the limited amount of \$50.00, rather than the amount of \$237.50 originally sought. The landlord's request was granted.

Analysis

Based on the documentary evidence, which includes but is not limited to receipts, and the affirmed / undisputed testimony of the landlord's agent, I find that the landlord has established a claim of **\$289.00**:

\$189.00: *repairs*
\$50.00: *cleaning*
\$50.00: *filing fee*

I order that the landlord retain **\$289.00** from the combined total of the security / pet damage deposits in the amount of **\$2,000.00** (\$1,000.00 + \$1,000.00), and I order that the landlord repay the balance to the tenant of **\$1,711.00** (\$2,000.00 - \$289.00).

Conclusion

The landlord is ordered to withhold \$289.00 from the tenant's security / pet damage deposits. The landlord is ordered to repay the balance to the tenant in the amount of \$1,711.00.

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: December 10, 2014

Residential Tenancy Branch

