



# 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, MNDC, MND, MNSD, FF

### Introduction

This was the hearing of the landlord's application for a monetary award and for an order to retain the tenant's security deposit. The hearing was conducted by conference call. The landlord's representative called in and participated in the hearing. The tenant did not attend, although he was served with the application and Notice of Hearing sent by registered mail on July 14, 2014 to the forwarding address that he provided to the landlord.

### Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?  
Is the landlord entitled to retain the tenant's security deposit?

### Background and Evidence

The rental unit is an apartment in Vancouver. The tenancy began on January 1, 2014 for a fixed term ending July 30, 2014. The monthly rent was \$1,500.00, payable on the first day of each month. The tenant paid a security deposit of \$750.00 at the start of the tenancy.

The tenant moved out of the rental unit on June 29, 2014. The landlord's representative testified that the tenant damaged the rental unit, left it in poor condition and in need of cleaning at the end of the tenancy. The tenant abandoned some furniture and belongings in the unit. A hookah was smoked in the unit during the tenancy and the smoke residue required that the unit be repainted after this short tenancy. The tenant also damaged the blinds in the rental unit and they had to be replaced. In the application the landlord claimed \$607.50 for painting and materials; at the hearing the landlord's representative said that the actual amount to be claimed for painting should be reduced to the sum of \$500.00.

The landlord has claimed payment of the following amounts:

- Replacement of blinds: \$200.00
- Cleaning and materials: \$288.00
- Painting charges, extra coats required: \$500.00
- Replace broken toilet seat: \$25.00
- Garbage removal and disposal: \$149.80

### Analysis

I accept the landlord's undisputed evidence as to the costs incurred for cleaning and repairs and I grant the landlord a monetary award for the amounts set out above which total \$1,162.80.

### Conclusion

The landlord is entitled to recover the \$50.00 filing fee for this application, for a total award of \$1,212.80. I order that the landlord retain the \$750.00 security deposit that it holds, in partial satisfaction of this award and I grant the landlord an order under section 67 for the balance of \$462.80. This order may be registered 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 17, 2014

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Residential Tenancy Branch

