



Dispute Resolution Services

Page: 1

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 MNSD, MND, MNDC, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damage to the unit - Section 67;
2. A Monetary Order for compensation - Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not attend the hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy started on August 1, 2012 and ended on July 31, 2014. Rent of \$1,050.00 was payable monthly. At the outset of the tenancy the Landlord collected \$525.00 as a security deposit. The Parties mutually conducted both a move-in and move-out inspection. The Tenants agreed on the move-out form that the smoke detector required reattachment and that the blinds in the unit were not wiped cleaned. The Landlord

claims \$100.00 for the cost of cleaning the blinds. The Landlord incurred this cost by way of a \$100.00 credit to the in-coming tenants.

The Landlord states that the Tenant was fined \$100.00 from the Strata during the tenancy. The Landlord provided a letter in relation to the fine. It is noted that this letter does not identify the addressee or the Tenant and is dated March 29, 2013. The letter notes that “should the claim be unanswered or found that you are in violation of the rules the Strata Corporation may proceed with further enforcement . . .” The Landlord states that the Strata has never enforced the fine with the Landlord and the Landlord has not paid the fine. The Landlord claims \$100.00.

The Landlord states that the Tenant’s post-dated cheque for August 2014 rent was deposited in the Landlord’s account. The Landlord states that the Tenants were reimbursed this amount however the cheque was thereafter returned NSF. The Landlord claims \$1,050.00.

Analysis

In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party, that reasonable steps were taken by the claiming party to minimize or mitigate the costs claimed, and that costs for the damage or loss have been incurred or established. Based on the Landlord’s undisputed evidence, including the move-out inspection report, that the Tenants left the blinds unclean and given the invoice showing the \$100.00 credit to the in-coming tenants and considering that this amount is a reasonable amount for the amounts of blinds that required cleaning, I find that the Landlord has substantiated both the cause and the cost for the claim and is entitled to **\$100.00**.

Given that the letter from the Strata does not identify either the Landlord, Tenant or unit address, considering that the Strata has not enforced any fine against the Landlord for over two years and considering that no fine was paid by the Landlord, I find that the

Landlord has failed to substantiate that the Tenant caused a fine or that any costs have been or will be incurred for this fine and I dismiss it.

Based on the undisputed evidence that the Tenant was paid for a rent cheque that was returned NSF and considering the accounting documents that were provided, I find that the Landlord has substantiated its claim to **\$1,050.00**.

As the Landlord has been primarily successful with its claim I find that the Landlord is also entitled to recovery of the \$50.00 filing fee for a total entitlement of \$1,200.00. Deducting the security deposit of \$525.00 plus zero interest leaves \$675.00 owed by the Tenant to the Landlord.

Conclusion

I Order the Landlord to retain the security deposit plus interest in the amount of \$525.00.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for **\$675.00**. If necessary, this order may be 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: March 12, 2015

Residential Tenancy Branch

