



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Greater Victoria Housing Society  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

**MNDC, MNSD, FF**

### **Introduction**

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested compensation for damage or loss under the act, to retain the security deposit and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The agent for the landlord provided affirmed testimony that on August 15, 2014 copies of the Application for Dispute Resolution and Notice of Hearing and evidence were sent to the tenant by registered mail. The landlord used a forwarding address that was provided at the end of the tenancy. A Canada Post tracking number was provided as evidence of service.

These documents are deemed to have been served in accordance with section 89 and 90 of the *Act*; however the tenant did not appear at the hearing.

### **Issue(s) to be Decided**

Is the landlord entitled to compensation in the sum of \$410.00?

May the landlord retain the \$310.00 security deposit, in partial satisfaction of the claim?

### **Background and Evidence**

The tenancy commenced on January 1, 2013; rent was due on or before the 1<sup>st</sup> day of each month. A security deposit in the sum of \$310.00 was paid. A copy of the tenancy agreement was supplied as evidence.

On December 31, 2012 a move-in condition inspection report was completed; a copy was supplied as evidence.

On June 25, 2014 the tenant provided written notice that he would vacate effective July 31, 2014. The landlord met with the tenant and arranged a move-out condition

inspection for the last day of the tenancy at 1 p.m. The tenant did not attend the inspection. On August 5, 2014 the landlord completed the inspection and notated that throughout the unit was a "mess."

The landlord has claimed:

- \$260.00 cleaning;
- \$80.00 carpet cleaning; and
- \$70.00 entry and laundry keys.

The landlord provided photographs showing the state of the unit at the end of the tenancy.

The landlord said that at the start of the tenancy the tenant was provided with a list of charges should cleaning be required at the end of tenancy. A copy of this list of costs was not submitted. The carpets are always professionally cleaned before a tenancy begins and must be cleaned at the end of a tenancy.

The carpets were not cleaned and the keys were not returned.

The landlord submitted letters sent to the tenant on January 2 and 30 2014, in relation to an excessive amount of belongings in the unit

### Analysis

When making a claim for damages under a tenancy agreement or the Act, the party making the allegations has the burden of proving their claim. Proving a claim in damages requires that it be established that the damage or loss occurred, that the damage or loss was a result of a breach of the tenancy agreement or Act, verification of the actual loss or damage claimed and proof that the party took all reasonable measures to mitigate their loss.

I have accepted the landlord's affirmed testimony that the tenant was issued a list of charges that could be applied at the end of the tenancy should the unit not be left in a reasonably clean state. The tenant was served with notice of this hearing but did not attend to dispute the claim for those costs imposed.

From the evidence before me the landlord applied claiming against the deposit within fifteen days of the end of the tenancy. The tenant did not attend the condition inspection and the report was completed in his absence.

I find, on the balance of probabilities and in the absence of the tenant who was served with notice of this hearing, that the costs claimed were incurred and that the landlord is entitled to compensation as claimed.

I find that the landlord's application has merit and that the landlord is entitled to recover the \$50.00 filing fee from the tenant for the cost of this Application for Dispute Resolution.

I find that the landlord is entitled to retain the tenant's security deposit in the sum of \$310.00, in partial satisfaction of the monetary claim.

Based on these determinations I grant the landlord a monetary Order for the balance of \$150.00. In the event that the tenant does not comply with this Order, it may be served on the tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

### Conclusion

The landlord is entitled to compensation as claimed.

The landlord will retain the security deposit.

The landlord is entitled to filing fee costs.

This decision is final and binding and 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 04, 2015

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Residential Tenancy Branch

