



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PEMBERTON HOLMES LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

MNR, MNSD, MNDC, MND, FF

### **Introduction**

This hearing was convened in response to the landlord's application for dispute resolution pursuant to the *Residential Tenancy Act* (the Act), for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. For damages to the unit – Section 67
3. An Order to retain the security deposit - Section 38
4. A Monetary Order for loss – Section 67
5. An Order to recover the filing fee for this application - Section 72

I accept the landlord's testimony that despite the male tenant having been *personally* served with the application for dispute resolution and notice of hearing by the landlord's agent in this matter, in accordance with Section 89 of the Residential Tenancy Act (the Act), the tenant did not participate in the conference call hearing. The landlord further testified that they served the female tenant in this matter by giving the requisite documents to the male tenant with whom the female apparently resides. The landlord further testified they mailed all of their evidence to the tenant where the tenant now resides – inclusive of amendment applications received by the Branch October 30, 21014 and December 22, 2014 – with the final amendment claiming \$1070.67. 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 a monetary order in the amounts claimed?

### **Background and Evidence**

The undisputed testimony and document evidence of the landlord is that the tenancy originally started May 01, 2013 and ended September 10, 2014. Rent payable was \$870.00 per month. At the outset of the original tenancy the landlord collected a security deposit of \$425.00 which they retain in trust. The landlord's evidence is that at the end of the tenancy the tenant attended the arranged mutual move out inspection and signed the inspection that they did not agree for the landlord to retain any portion of their deposit. The landlord submitted the Condition Inspection Report inclusive of the move in and move out portions of the report – with the latter dated September 10, 2014.

The landlord claims the tenant did not pay all rent owed for the latter 4 months of the tenancy, in the sum of \$80.00. The landlord provided a tenant rent ledger as evidence the tenant did not pay \$20 x 4 months.

The landlord further claims the tenant left the rental unit unclean and damaged by mold growth. The landlord provided a series of photographs and invoices for cleaning (\$204.00) and for wall repairs (\$193.02), plus taxes in the total of \$413.17, in support of this portion of their claims, which were also cross-referenced in the Condition Inspection Report.

The landlord further claims that the rental unit was left smelling of dog – particularly the carpeting. They testified and provided written evidence that due to the odour they chose to deodorize the unit with a high concentration of ozone versus replacing the carpeting. None the less, the landlord provided into evidence that they dedicated \$577.50 for ozone generation.

### **Analysis**

I accept the landlord's testimony and documentary evidence submitted as establishing that they incurred the amounts claimed.

I find the landlord has provided sufficient evidence to support their claim for cleaning, wall reparation, odour elimination, and for the unpaid rent.

As the landlord has been partially successful in their claims the landlord is entitled to recover the \$50.00 filing fee paid for their application.

### ***Calculation for Monetary Order***

The security deposit will be off-set from the award made herein.

Unpaid rent	\$80.00
Repair to walls and cleaning	\$413.17
Odour treatment / ozone generation	\$577.50
Filing Fees for the cost of this application	\$50.00
<i>Less Security Deposit</i>	<i>-425.00</i>
<b>Total Monetary Award</b>	<b>\$695.67</b>

### **Conclusion**

**I Order** that the landlord retains the security deposit of \$425.00 in partial satisfaction of the claim and **I grant** the landlord a Monetary Order under Section 67 of the Act for the balance due of **\$695.67**. If necessary, this Order may be filed in the Small Claims Court and enforced as an order of that Court.

**This Decision is final and binding on both parties.**

*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: April 29, 2015

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Residential Tenancy Branch

