



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding E Y Properties Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MND, MNSD, FF

Introduction

This was a hearing with respect to the landlord's application for a monetary award and for an order to retain the security deposit. The hearing was conducted by conference call. It was originally scheduled to be heard on April 17, 2015, but was rescheduled to today's date because the original hearing did not proceed due to technical difficulties. The tenant was served with the application and Notice of Hearing by registered mail sent on September 18, 2014 and he was served with notice of the new hearing by registered mail sent on April 20, 2015.

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 security deposit?

Background and Evidence

The rental unit is an apartment in Victoria. The tenancy began on July 1, 2013 for a one year term and thereafter month to month. Rent in the amount of \$890.00 was payable on the first of each month. The tenant paid a security deposit of \$445.00 on May 31, 2013.

The tenant gave notice and moved out of the rental unit at the end of August, 2014. The tenant did not pay rent for August; his rent cheque was returned due to insufficient funds. The landlord's agent testified that the tenant failed to clean the rental unit before he moved out. The landlord provided photographs showing the condition of the rental unit at the end of the tenancy and invoices for the amounts expended for cleaning and repairs. The tenant also failed to return the keys at the end of the tenancy. The landlord claimed as follows:

• Cleaning:	\$175.00
• Carpet Cleaning:	\$100.00
• Drapes cleaning:	\$101.31
• Replacement of locks and keys:	\$135.00
• August rent:	\$890.00
• NSF cheque charges X3:	\$75.00
• Less credit on smart card (laundry)	-\$15.65
 Total:	 \$1,460.66

Analysis

Based on the un-contradicted evidence of the landlord, including the supplied photographs, inspection report and invoices for the claimed amounts, I accept the landlord's claim in the amount stated. The landlord is entitled to recover the \$50.00 filing fee for a total award of \$1,510.66.

Conclusion

I have allowed the landlord's claim in the amount of \$1,510.66. I order that the landlord retain the security deposit of \$445.00 in partial satisfaction of this award and I grant the landlord an order under section 67 for the balance of \$1,065.66. 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: May 08, 2015

Residential Tenancy Branch

