



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Key Rental
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing was reconvened 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 damages to the unit - Section 67;
2. An Order to retain the security deposit - Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

The original hearing was adjourned and an interim decision ordered the Landlord to serve the Tenant with the interim decision and notice of reconvened hearing. I accept the Landlord's evidence that the Tenant was served with these documents by registered mail in accordance with Section 89 of the Act. The Tenant did not appear. 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 Parties entered into a written tenancy agreement that started on November 1, 2013. The tenancy ended on August 31, 2014. At the outset of the tenancy the Landlord collected \$425.00 as a security deposit. The Parties mutually conducted a move-in and move-out inspection and completed reports. The Tenant agreed to the damages listed on the move-out report. It is noted that these damages are set out in the application. The Tenant provided its forwarding address to the Landlord on August 31, 2014 at move-out.

The Tenant left behind furnishings and the Landlord claims \$100.00 for the cost of its removal. The Tenant left the ceramic stove top broken and the Landlord claims \$200.00 for the labour and \$349.75 for the cost of the parts. The Tenant left the unit dirty and the Landlord claims \$180.00 for the cost of cleaning the unit. The Landlord provided photos and invoices.

Analysis

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Based on the undisputed evidence of the Landlord and considering the supporting documentation, I find that the Landlord has substantiated that the Tenant failed to leave the unit reasonably clean and undamaged. The Landlord is therefore entitled to the claimed amount of **\$829.75**. The Landlord is also entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$879.75**. Deducting the security deposit plus zero interest of **\$425.00** leaves **\$454.75** owed by the Tenant.

Conclusion

I Order the Landlord to retain the security deposit plus interest of \$425.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for **\$454.75**. 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: June 15, 2015

Residential Tenancy Branch

