



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MND; MNSD; FF

Introduction

This is the Landlord's application for a Monetary Order for damages; to retain the security deposit in partial satisfaction of its monetary claim; and to recover the cost of the filing fee from the Tenant.

The Landlord's agents gave affirmed testimony at the Hearing.

The Landlord's agent SG testified that on January 12, 2015, the Notice of Hearing documents were mailed to the Tenants, via registered mail, to forwarding address provided by the Tenant. The Landlord's agent ZA stated that the Tenant did not provide her forwarding address on the move-out condition inspection report, but that she provided it separately to ZA on January 5, 2015. SG testified that copies of the Landlord's documentary evidence were also sent to the Tenant by registered mail on May 19, 2015. SG provided the tracking numbers for the registered documents. A search of the Canada Post tracking system confirms that the registered packages were picked up on January 16 and May 27, 2015 respectively.

Based on the affirmed testimony of the Landlord's agent, I am satisfied that the Tenant was duly served with the Notice of Hearing documents by registered mail. Service in this manner is deemed to be effected 5 days after mailing the documents. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in her absence. The teleconference remained open for 20 minutes.

Issues to be Decided

- Is the Landlord entitled to a Monetary Order, and if so, in what amount?

Background and Evidence

The Landlord's agent SG gave the following testimony and evidence:

This tenancy began on November 1, 2013 and ended on December 31, 2014. Monthly rent was \$650.00 per month, due the first day of each month. The Tenant also paid a fee for a storage locker, in the amount of \$10.00 per month. The Tenant paid a security deposit in the amount of \$325.00 at the beginning of the tenancy.

SG testified that the Tenant is responsible for the following damages at the end of the tenancy: rental unit not clean; carpets not shampooed; smoke detector missing; closet shelf stained; walls in common area on both sides of rental unit door scuffed and damaged by Tenant's furniture; blinds broken; and walls in rental unit marked and damaged by multiple nail holes. The Landlord provided 17 photographs in evidence to support its claim, along with a copy of the move-in inspection report and move-out inspection report. SG testified that the Tenant refused to sign the move-out condition inspection report because she did not agree that she was responsible for the damages.

SG testified that the Tenant also owed fees for the storage locker for the months of November and December, 2014.

SG stated that the Landlord had filed a claim for \$1,045.00, but that she had originally estimated the costs of cleaning and repairing the rental unit and the actual cost was less than estimated. The Landlord seeks a monetary award, calculated as follows:

Cleaning the rental unit (3 hours @\$20.00)	\$60.00
Carpet shampoo	\$73.50
Storage locker fees (\$10.00 x 2 months)	\$20.00
Painting in rental unit	\$50.00
Painting in common areas	\$50.00
Replace broken blind (materials)	\$47.00
Replace missing smoke detector (materials)	\$35.00
Labour (.5 hours @25.00) to install blinds and smoke detector	<u>\$12.50</u>
TOTAL revised claim	\$348.00

The Landlord provided copies of invoices in evidence. The Landlord also provided a copy of the tenant ledger, indicating that the storage locker fees had not been paid for November and December, 2014.

Analysis

Section 37 of the Act requires a tenant to leave the rental unit reasonably clean and undamaged except for reasonable wear and tear at the end of the tenancy.

I accept the Landlord's agent's undisputed testimony in its entirety. Based on her testimony and the documents provided in evidence, I find that the Tenant did not comply with Section 37 of the Act and that the Landlord suffered a loss as a result of the

Tenant's noncompliance. I find that the Landlord has established a monetary award in the total amount of **\$348.00**.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of the Landlord's monetary award.

The Landlord has been successful in its application and I find that it is entitled to recover the cost of the **\$50.00** filing fee from the Tenant.

The Landlord has established a monetary award, calculated as follows:

Damages	\$348.00
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$398.00
Less security deposit	<u>- \$325.00</u>
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$73.00

Conclusion

I hereby grant the Landlord a Monetary Order in the amount of **\$73.00** for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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 05, 2015

Residential Tenancy Branch

