



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 award for damages; to retain the security deposit in satisfaction of his monetary award; and to recover the cost of the filing fee from the Tenant.

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

The Landlord's agent testified that the Notice of Hearing documents were mailed to the forwarding address provided by the Tenant on November 28, 2014, via registered mail, on December 4, 2014. The Landlord's agent testified that the documents were returned to the Landlord "unclaimed" on December 31, 2014. The Landlord provided a copy of the Tenant's note including her forwarding address and a copy of the returned registered envelope.

Based on the affirmed testimony of the Landlord's agent and the documentary evidence provided by the Landlord, 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.

Issues to be Decided

- Is the Landlord entitled to a monetary award?
- May the Landlord retain the security deposit in satisfaction of his monetary award?

Background and Evidence

The Landlord's agent gave the following testimony:

This tenancy began on October 31, 2013 and ended on October 31, 2014. The Tenant paid a security deposit in the amount of \$650.00.

The Landlord's agent stated that the Tenant was present at the move-in inspection and the move-out inspection, but refused to sign the move-out inspection form. A copy of the Condition Inspection Report was provided in evidence. The Landlord's agent stated that the Tenant did not agree with the Landlord's initial estimation that the damages would cost \$500.00 to repair, resulting in a \$150.00 refund to the Tenant. The Landlord told the Tenant that she could indicate on the Condition Inspection Report that she did not agree with the Landlord's estimate for damages, but the Tenant insisted that she wanted the total amount of the security deposit and refused to sign the Report.

The Landlord's agent stated that the Tenant damaged the walls, the floor in the living room and the kitchen door. She stated that the Tenant did not clean the rental unit and that the Landlord's agents spent hours cleaning the rental unit after the Tenant moved out.

The Landlord's agent testified that the Landlord didn't expect to be able to collect more from the Tenant than keeping the security deposit, so he did not seek the full amount of the cost of the labour and materials for cleaning the rental unit and repairing the damaged walls.

The Landlord seeks a monetary award, calculated as follows:

Replacing the kitchen door (materials and labour)	\$74.95
Replacing the floor (materials and labour)	\$539.29
Nominal amount for repairing walls (labour)	<u>\$35.76</u>
TOTAL claim	\$650.00

The Landlord provided photographs and copies of estimates in evidence. The Landlord's agent stated that the Landlord decided to replace the vinyl flooring with carpeting, at a higher cost.

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 undisputed evidence in its entirety. I find that the Landlord provided sufficient evidence to prove, on the balance of probabilities, that the Tenant breached Section 37 of the Act and that the Landlord suffered a loss as a result of the Tenant's breach. I find that the Landlord provided sufficient evidence to prove the cost of repairs. I find that the Landlord is entitled to a monetary award in the amount of **\$650.00**.

Pursuant to Section 72 of the Act, the Landlord may apply the security deposit in satisfaction of his monetary award.

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

Conclusion

I hereby grant the Landlord a Monetary Order in the amount of **\$50.00** representing recovery of the filing fee. This Order may be served on the Tenant and filed in the Provincial Court of British Columbia (Small Claims) for enforcement.

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: July 10, 2015

Residential Tenancy Branch

