



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MND MNR MNSD MNDC FF

Introduction

This hearing dealt with the landlord's application for monetary compensation and an order to retain the security deposit in partial compensation of the claim.

The hearing first convened on June 2, 2015. On that date I discovered that the landlord had submitted evidence that I did not have in my file. I adjourned the hearing to conduct a search for the evidence. The Branch was unable to locate the evidence and requested that the landlord resubmit her evidence. The landlord did so, and the hearing reconvened on August 10, 2015. On that date, both landlords called in to the hearing but the tenant did not.

The landlord submitted evidence that they served the tenant with the application for dispute resolution and notice of hearing by registered mail sent to the tenant's brother's address. The landlord submitted evidence that the tenant's brother signed for the package on April 22, 2015, and when the landlord called the tenant on April 30, 2015 the tenant confirmed that her brother picked up the package for her. I accepted the landlord's evidence that the tenant was served with notice of the hearing on April 22, 2015, and I proceeded with the hearing in the absence of the tenant.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on October 1, 2014. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$1050.00. On September 20, 2014 the landlord and the tenant conducted a joint move-in inspection and completed a condition inspection report.

The tenant did not pay full rent for February 2015, and the landlord applied for and received an order of possession. The tenant and all occupants vacated the house by February 23, 2015. The landlord and the tenant carried out a move-out inspection on March 5, 2015. The tenant did not agree with the landlord's assessment of the rental unit at the end of the tenancy.

The landlord stated that the tenant and an occupant allowed in the rental unit by the tenant did extensive damage. The landlord stated that they incurred costs for extensive cleaning, repairs and garbage removal, as well as replacing items that the tenant removed from the home. The landlord also stated that the tenant owed outstanding utilities. The total claim of the landlord is \$4178.50.

In support of their claim, the landlord submitted evidence including photographs, receipts, quotes and the utility bill.

Analysis

I find that the landlord has established their monetary claim in its entirety. The evidence noted above shows that the tenant or the tenant's occupant carried out extensive damage that required the landlord to incur cleaning and repair costs, as well as costs to replace items and pay the utility bill.

As the landlord's application was successful, they are also entitled to recovery of the \$50 filing fee for the cost of this application.

Conclusion

The landlord is entitled to \$4228.50. I order that the landlord retain the security deposit of \$1050.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$3178.50. 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: August 11, 2015

Residential Tenancy Branch

