



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Cascadia Apartment Rentals Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MND; MNR; MNDC, MNSD; FF

Introduction

This is the Landlord's application for a Monetary Order for unpaid rent, liquidated damages and the cost of repairs; 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 agent gave affirmed testimony at the Hearing.

The Landlord's agent testified that the Notice of Hearing documents were mailed to the Tenant, via express post, to the forwarding address provided by the Tenant at the move-out condition inspection. The Landlord provided a copy of the express post receipt and tracking numbers in evidence. The Landlord's agent testified that copies of the Landlord's documentary evidence were also mailed to the Tenant at his forwarding address, via registered mail, on August 21, 2015. A copy of the receipt and tracking numbers were provided.

The Landlord's agent testified that he provided the Residential Tenancy Branch with a copy of the Condition Inspection Report and Security Deposit Refund completed by the parties, but there was no copy of these documents on the Landlord's Application for Dispute Resolution file. The Landlord's agent testified that the Tenant was also served with copies. I accepted the Landlord's agent's affirmed testimony and allowed the Landlord to fax copies of these documents to the Branch.

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 and documentary evidence. Service in this manner is deemed to be effected 5 days after mailing the documents. Despite being duly served, the Tenant did not sign into the teleconference and the Hearing proceeded in his absence. The teleconference remained open for 25 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 gave the following testimony:

This tenancy began on July 11, 2014. The tenancy agreement is a term lease, ending July 31, 2015. Monthly rent is \$1,450.00, due on the first day of each month. The Tenant paid a security deposit in the amount of \$675.00 on July 8, 2014.

On March 30, 2015, the Tenant gave the Landlord written notice that he was ending the tenancy effective March 31, 2015. The parties met for a condition inspection on April 1, 2015. The Tenant was in a hurry to leave and did some cleaning, but was not able to leave the rental unit in reasonably clean condition. In addition, the walls required repair and repainting. The Tenant agreed that the Condition Inspection Report fairly represented the condition of the rental unit at the end of the tenancy and also signed the Security Deposit Refund document indicating the amounts that he owed.

The Landlord's agent stated that the rental unit was re-rented effective April 25, 2015, and that the new occupant paid pro-rated rent for April in the amount of \$270.00. Therefore, the Landlord amended his monetary claim to deduct \$270.00 from the unpaid rent portion of his application.

The Landlord's agent requested a monetary award, calculated as follows:

Unpaid rent for April, 2015 (\$1,450.00 - \$270.00)	\$1,180.00
Liquidated damages	\$675.00
Cost of cleaning (labour and materials)	\$192.00
Cost of wall repairs and painting	<u>\$270.00</u>
TOTAL AMOUNT CLAIMED	\$2,317.00

Analysis

The Security Deposit Refund document and the Condition Inspection Report were both signed by the Tenant on April 1, 2015. I accept the Landlord's evidence that the Tenant agreed to the amounts as claimed by the Landlord, with the exception of the unpaid rent portion which was \$270.00 more. I accept that the Landlord received \$270.00 from the new occupant for the month of April, 2015, and therefore I allow the Landlord's amended claim for that portion of its application.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit towards partial satisfaction of its 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 claim as follows:

Monetary award	\$2,317.00
Recovery of the filing fee	<u>\$50.00</u>
Subtotal	\$2,387.00
Less security deposit	<u>- \$675.00</u>
TOTAL AMOUNT DUE TO THE LANDLORD AFTER SET-OFF	\$1,642.00

Conclusion

I hereby grant the Landlord a Monetary Order in the amount of **\$1,642.00** 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: September 21, 2015

Residential Tenancy Branch

