



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOMELIFE PENINSULA PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNDC, MNSD, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for damage to the rental unit, and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The landlord attended the hearing by conference call and gave undisputed affirmed testimony. The tenants did not attend or submit any documentary evidence.

The landlord has provided a copy of the Canada Post Registered Mail Customer Receipt Tracking number as confirmation of service that shows that the initial notice of hearing package and submitted documentary evidence was served on June 1, 2015 and then subsequently the amended application, notice of hearing package and the amended documentary evidence on October 13, 2015. I find based upon the landlord's undisputed evidence that the tenants have been deemed served with the notice of hearing package and the submitted documentary evidence as per section 88 and 89 of the Act on the fifth day after their registered mailing.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for damage, for money owed or compensation for damage or loss and recovery of the filing fee?

Is the landlord entitled to retain all or part of the security deposit?

Background and Evidence

This tenancy began on January 1, 2015 on a fixed term tenancy ending on November 30, 2015 as shown by the submitted copy of the signed tenancy agreement. The monthly rent was \$1,100.00 payable on the 1st day of each month and a security deposit of \$550.00 was paid on December 3, 2014.

The landlord applied for a monetary award of \$4,803.10 for the following items:

Flooring	\$2,464.00
Repairs (Blinds)	\$1,176.00
Re Key Two Doors	\$108.15
Strata Fines (X4)	\$450.00

The landlord relies on:

- a completed condition inspection report for the move-in dated December 4, 2014;
- an incomplete condition inspection report for the move-out on May 15, 2015;
- a copy of an invoice from a construction company dated May 21, 2015 of \$108.15 for replacing a deadbolt on the front door and patio door;
- an invoice dated August 20, 2015 for new blinds of \$1,176.00;
- an invoice dated June 6, 2015 of \$2,464.00 for the installation of laminate floor and stairs;
- copies of 4 letters to the "Owner" of being assessed a fine for \$100.00 (placing a table in the garbage bin);
- a strata fine letter for \$50.00 (playing very loud music late at night);
- a strata fine letter for \$200.00 (significant violent altercation requiring police and emergency medical personnel); and
- a strata fine letter for \$100.00 (violent and loud disturbances inside and outside the rental unit).

The landlord had made reference to the last paragraph of clause #15 of the signed tenancy agreement which states,

[In the event that the Premises are a strata property]: The Tenant shall comply with the terms of the bylaws, rules and regulations of the Strata of which the Premises forms a part. A copy of such bylaws, rules and regulations is available from the landlord upon request. The Tenant's failure to comply with the bylaws, rules or regulations of the Strata may result in fines to tenant(s) and shall be

good cause for the Landlord to terminate this Lease under the Residential Tenancy Act.

Analysis

I accept the undisputed affirmed testimony and the undisputed documentary evidence of the landlord. I find that the landlord has provided sufficient evidence to satisfy me on a balance of probabilities that the tenants vacated the rental unit leaving it dirty and damaged. This required the cleaning and repairs as shown by the incomplete condition inspection report dated May 15, 2015 in comparison with the landlord's completed condition inspection report for the move-in dated December 4, 2014. This is also confirmed by the landlord's supporting documents (invoices for construction, new blinds, new flooring and strata bylaw fine letters). All of these undisputed documents show that the landlord repaired and replaced the identified items. The landlord has established a monetary claim of \$4,198.15.

Carpets (flooring)	\$2,464.00
Repairs (blinds)	\$1,176.00
Re Key (two doors)	\$108.15
Strata Fines	\$450.00
Total	\$4,198.15

The landlord applied to keep the tenant's security deposit. I allow the landlord to retain the security deposit in partial satisfaction of the monetary award. No interest is payable over this period.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$50.00 filing fee paid for this application.

Conclusion

I issue a monetary order in the landlord's favour in the amount of \$4,198.15 under the following terms:

Item	Amount
Replace Flooring	\$2,464.00
Replace Blinds	1,176.00
Re-Key Locks	108.15
Strata Fines	450.00

Offset Security Deposit	-550.00
Recover Filing Fee	50.00
Total Monetary Order	\$3,698.15

The landlord is provided with this order in the above terms and the tenant must be served with this order as soon as possible. Should the tenant fail to comply with this order, this order may be filed in the Small Claims Division of the Provincial 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: November 18, 2015

Residential Tenancy Branch

