



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes: MND, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for cleaning, painting and repairs to the rental unit. The landlord also applied for the recovery of the filing fee and to retain the security deposit in partial satisfaction of the claim.

The landlord testified that she served the tenant with the notice of hearing on June 10, 2015, by registered mail, to the forwarding address provided by the tenant. The landlord filed a copy of the tracking slip. The landlord testified that the tracking history shows that the tenant signed for it on June 12, 2015. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for cleaning, painting, repairs and the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The landlord testified that the tenancy started on January 01, 2014 and ended on June 01, 2015. The monthly rent was \$600.00 payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$300.00.

The landlord testified that despite giving the tenant two notices to attend a move out inspection, the tenant did not respond. On June 08, 2015 the tenant provided the landlord with a forwarding address. The landlord made this application on June 09. The landlord stated that the tenant left the unit in a dirty condition and had been smoking in this non-smoking unit. The landlord had given the tenant a couple of warnings but the tenant continued to smoke inside the rental unit.

The unit was brand new at the start of tenancy but had to be painted to eliminate the odour of smoke. The landlord also testified that the tenant had damaged the stove and put a dent in it. The landlord was able to cover up the chipped enamel but was unable to remove the dent. The landlord stated that the linoleum was scratched in several places which is beyond wear and tear.

The landlord has applied for the following:

1.	Cleaning	\$120.00
2.	Damage to stove	\$49.00
3.	Painting	\$535.36
4.	Damage to linoleum	\$250.00
5.	Filing fee	\$50.00
	Total	\$1,004.36

Analysis

Based on the sworn testimony and documentary evidence of the landlord and in the absence of evidence to the contrary, I find that the landlord has provided sufficient evidence to support her claim. Since the landlord has proven her claims she is also entitled to the recovery of the filing fee. Accordingly I award the landlord \$1,004.36.

I order that the landlord retain the security deposit of \$300.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$704.36. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order of **\$704.36**.

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 13, 2015

Residential Tenancy Branch

