



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding WINCHESTER MANOR  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNSD, MNDC, FF

### Introduction

This hearing was convened as a result of the Landlord's application for dispute resolution under the *Residential Tenancy Act* (the "Act") for a Monetary Order for damage to the rental unit, money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, for authorization to keep all or part of the security deposit, and to recover the filing fee.

The Landlord was represented by the Apartment Manager, N.C. (hereinafter referred to as the "Landlord") who was given the opportunity to provide her evidence orally. A summary of her testimony is provided below and includes only that which is relevant to the hearing.

As the Tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing") was considered. The Landlord testified that the Notice of Hearing was sent to the Tenant on July 15, 2015 by registered mail to the Tenant's mother's address. According to N.C., the Tenant was arrested due to an altercation with another renter at the rental building and as a term of his release the Tenant was not permitted to return to the rental building. The Tenant was released to his mother's care; and, for all purposes related to the rental unit was using his mother's address. Section 90 of the Act provides that documents served in this manner are deemed served five days later. I accept the Landlord's undisputed testimony and find that the Tenant was sufficiently served as of July 20, 2015 under the Act as a result.

### Issues to be Decided

1. Is the Landlord entitled to a monetary Order under the Act, and if so, in what amount?
2. Should the Landlord be entitled to retain the security deposit?

### 3. Should the Landlord recover the filing fee?

#### Background and Evidence

A month to month tenancy agreement between the parties began on or about December 2013 and ended on June 30, 2015 pursuant to a 1 Month Notice to End Tenancy for Cause issued on May 21, 2015. Monthly rent in the amount \$620.00 was due on the first day of each month during the tenancy. The Tenant paid a \$310.00 security deposit as well as a \$100.00 pet damage deposit at the start of the tenancy (collectively referred to as the "Deposits") which the Landlord continues to hold.

The Landlord testified that although the Tenant's mother made her best efforts to clean the rental unit the condition in which the Tenant left the rental necessitated further cleaning, repairs to walls, carpet cleaning and garbage removal. The Landlord also testified that the Tenant's mother returned only one of the mailbox keys such that the Landlord also incurred the cost of replacing the key.

The Landlord is seeking a monetary Order in the amount of \$693.73 comprised of the following:

<b>Item Description</b>	<b>Amount</b>
cleaning	\$200.00
Carpet cleaning	\$78.75
Repair to wall and paint	\$300.00
Replacement of mailbox key	\$15.00
Garbage removal	\$50.00
Filing fee	\$50.00
<b>TOTAL MONETARY CLAIM</b>	<b>\$693.75</b>

The Landlord provided undisputed testimony confirming the amounts described in the table above in addition to providing receipts for the amounts claimed.

#### Analysis

Based on the documentary evidence, undisputed testimony of the Landlord, and on the balance of probabilities, I find the following.

I accept the undisputed testimony of the Landlord and award the Landlord the amounts claimed for cleaning and repair as I find that the Tenant left the rental unit in such a condition that the Landlord incurred these costs.

Therefore, I find the Landlord has met the burden of proof and I grant the Landlord the sum of **\$693.75** as requested. I find this claim meets the criteria under section 72(2)(b) of the *Act* to be offset against the Tenant's Deposits, which the Landlord continues to hold, in the amount of \$410.00. I authorize the Landlord to retain the Tenant's Deposits in partial satisfaction of the Landlord's monetary claim, and I grant the Landlord a monetary Order pursuant to section 67 of the *Act* for the balance owing by the Tenant to the Landlord in the amount of **\$283.75**. This Order must be served on the Tenant and may be filed in the Provincial Court (Small Claims) and enforced as an Order of that court.

### Conclusion

I find that the Landlord has established a total monetary claim of \$693.75 as indicated above. I authorize the Landlord to retain the Tenant's Deposits of \$410.00 in partial satisfaction of the claim, and I grant the Landlord a monetary Order under section 67 for the balance due of **\$283.75**. This Order must be served on the Tenant and may be filed in the Provincial Court (Small Claims) and enforced as an Order of that court.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: December 01, 2015

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Residential Tenancy Branch

