



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Rustic Luxury Home Services
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, MNSD, MNR, MND, FF

Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”).

The Tenant applied for:

1. A Monetary Order for compensation - Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

The Landlord applied for:

1. A Monetary Order for unpaid rent or utilities - Section 67;
2. A Monetary Order for damages to the unit - Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

The Tenant did not attend the hearing. I accept the Landlord's evidence that the Tenants was served with the application for dispute resolution and notice of hearing in person on October 24, 2015 in accordance with Section 89 of the Act. The Landlord was given full opportunity to be heard, to present evidence and to make submissions. The Landlord was not aware of the Tenants' application as nothing had been received from the Tenants. As the Tenants failed to attend to pursue their application I dismiss their application.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy started on June 1, 2015 on a fixed term ending November 30, 2015. Rent of \$700.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$350.00 as a security deposit. The Parties mutually conducted a move-in inspection with a completed condition report.

On October 2, 2015 the Tenant left a message online that it was leaving the unit. On October 12, 2015 the Tenant attended a move-out inspection on October 12, 2015 and returned the keys. The Tenant agreed to the cleaning costs of \$18.90 as set out on the move-out report but did not agree to pay rent of \$350.00 for October 2015. The Landlord claims \$350.00 and \$18.90.

The Tenant damaged and removed a screen door on the unit. The Landlord has not replaced the door and may not replace the door as the property is now for sale. The Landlord claims the estimated cost of the door.

Analysis

Section 26 of the Act provides that a tenant must pay rent when it is due under the tenancy agreement. As the tenancy agreement provides that full rent is payable each month on the first day of the month, and based on the Landlord undisputed evidence, I find that the Landlord has substantiated an entitlement to the **\$350.00** claimed as unpaid rent.

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. The landlord must prove, inter alia, that costs for the damage or

loss have been incurred or established. Given the Tenant's signed agreement to be liable for the cleaning costs set out on the move-out condition report I find that the Landlord has substantiated an entitlement to the **\$18.90** cleaning costs. As the Landlord has not replaced the screen door and considering that the unit is for sale I find that the Landlord has not substantiated any loss and I dismiss this claim.

As the Landlord's application has substantially met with success I find that the Landlord is entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$418.90**.

Deducting the security deposit plus zero interest of **\$350.00** leaves **\$68.90** owed by the Tenant to the Landlord.

Conclusion

I Order the Landlord to retain the security deposit plus interest of \$350.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the remaining amount of **\$68.90**. If necessary, 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: April 21, 2016

Residential Tenancy Branch