



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Coronet Realty Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlord and an agent for the tenant called in to the teleconference hearing.

Preliminary Issue – Request for Adjournment

In the hearing the tenant's agent requested an adjournment because the tenant was in surgery that day. The agent stated that she only called in to request the adjournment, and she was not prepared to provide any response to the landlord's claim.

The landlord filed their application for monetary compensation on December 15, 2015. According to the audit notes on this file, on July 22, 2016 the tenant called in to the Branch and stated that she would not be able to attend the hearing on July 25, 2016 because she was having joint replacement surgery that day.

I denied the request for an adjournment. The tenant was served with the landlord's application eight months before the hearing but she had submitted no evidence in response to the landlord's application. Additionally, the tenant only made a request for an adjournment three days before the hearing, and did not indicate that her surgery was unexpectedly scheduled for the date of the hearing.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on October 15, 2013. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$550.00. The rental unit is an apartment in a strata building.

In July 2015 the landlord received a \$200.00 fine from the strata because the tenant had smoked on the balcony in violation of the strata rules. By the end of the tenancy the tenant had only paid the landlord \$100.00 of the \$200.00 fine.

The tenancy ended on November 30, 2015. The tenant failed to reserve the elevator for her move-out and the strata fined the landlord \$200.00 for the tenant's failure to reserve the elevator. The landlord provided evidence that at the end of the tenancy the tenant left garbage in the unit, which the landlord removed at a cost of \$200.00. The landlord provided evidence that the tenant failed to clean the unit, and the landlord incurred a cost of \$100.00 for cleaning. The strata also fined the landlord \$75.00 because the tenant damaged a hallway. The landlord has applied for recovery of these costs.

Analysis

I am satisfied that the landlord incurred the above-noted costs and the tenant is responsible for those costs. I therefore grant the landlord their claim of \$675.00.

As the landlord's application was successful, they are also entitled to recovery of the \$50 filing fee for the cost of this application.

Conclusion

The landlord is entitled to \$725.00. I order that the landlord retain the security deposit of \$550.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$175.00. 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: August 24, 2016

Residential Tenancy Branch