



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RTEMAX LITTLE OAK REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes mnsd, ff

Introduction:

The landlord has applied for resolution of a dispute in the tenancy at the above noted address, and requests a Monetary Order and an order to retain the security deposit.

The landlord's representative attended the hearing. The tenant did not attend. I accept the landlord's evidence that the tenant was properly served with notice of this hearing, and the landlord's claim and evidence, by way of registered mail, sent to the tenant's forwarding address. Such evidence satisfied the service requirements of section 88 of the Residential Tenancy Act.

Issues to be decided:

I am asked to determine whether the tenant is liable for the landlord's costs of clean up following this tenancy, and for strata fines as a result of breaches by the tenant. If so, I am asked to order that the landlord retain the security deposit in partial satisfaction of such award.

Background and Evidence:

This month-to-month tenancy began November 18, 2009 and ended February 29, 2016. A security deposit was paid in the amount of \$475.00.

The tenant did not properly clean the premises when the tenancy ended, and the cost incurred by the landlord for carpet cleaning, other cleaning and garbage removal was \$367.50. The landlord was also required to satisfy two strata fines attributable to the tenant, related to an untidy parking stall that had cat litter on it, and a prohibited propane barbeque on the patio. These fines were \$200.00 each..

Analysis:

The costs of the cleaning after the tenancy ended, and the costs of the two fines are attributable to breaches by the tenant of his obligations under the tenancy agreement. He must reimburse the landlord for these costs. These amount to \$767.50. As the landlord's claim is successful, he is also awarded recovery of his \$100.00 filing fee.

The total sum awarded is \$867.50. The landlord has applied for an order to retain the \$475.00 security deposit. As this sum is less than the award made, retention is appropriate.

Conclusion:

I order pursuant to section 38(1) that the full amount of the \$475.00 security deposit be retained, in partial satisfaction of the monetary award noted above. I further order that the remaining balance of the award due to the landlord, equalling \$392.50 be paid immediately by the tenant to the landlord.

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 18, 2016

Residential Tenancy Branch