



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GREATER VICTORIA HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MND, MNSD, FF

Introduction

On June 1, 2016, the Landlord submitted an Application for Dispute Resolution for a monetary order for unpaid rent or utilities; for a monetary order for damage to the rental unit; to keep the security deposit; and to recover the cost of the filing fee. The matter was set for a conference call hearing.

The Landlords agent ("the Landlord") attended the teleconference hearing; however, the Tenant did not. The Landlord provided affirmed testimony that the Tenant was served with the Notice of Hearing by Canada Post Registered Mail on June 3, 2016. The Landlord testified that the Tenant signed for and picked up the Registered Mail on June 6, 2016. The Landlord provided a copy of the Registered Mail receipt as proof of service. I find that the Tenant has been duly served with the Notice of Hearing in accordance with sections 89 and 90 of the Residential Tenancy Act (the Act).

The Landlord was provided the opportunity to present her evidence orally and in written and documentary form, and to make submissions at the hearing. The Landlord testified that she provided a copy of her supporting documentary evidence to the Tenant by sending it using Canada Post Registered Mail.

Issues to be Decided

- Is the Landlord entitled to a monetary order to recover unpaid rent?
- Is the Landlord entitled to a monetary order for damage to the rental unit?
- Is the Landlord entitled to keep the security deposit towards unpaid rent?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

The Landlord testified that the tenancy began on April 1, 2013. Rent in the amount of \$715.00 was payable on the first of each month. The Tenant paid the Landlord a security deposit of \$350.00. The Landlord testified that the tenancy ended on October 31, 2014, because the Tenant failed to pay the rent.

The Landlord provided a copy of the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated September 5, 2014, that was previously issued to the Tenant for non-payment of rent.

The Landlord testified that the Tenant did not provide his forwarding address in writing for the return of the security deposit.

The Landlord testified that the Tenant did not pay any rent for the months of August 2014, September 2014, and October 2014. The Landlord testified that the tenancy agreement allows for a \$25.00 late fee when the Tenant's rent is late. The Landlord provided a copy of the tenancy agreement.

The Landlord provided a copy of a rent payment ledger which indicates the Tenant failed to pay the rent for August 2014, September 2014, and October 2014.

The Landlord is claiming \$2,220.00 for unpaid rent and late fees.

The Landlord testified that the Tenant is responsible for damage to the rental unit in the amount of \$2,908.34.

Paint supplies	\$357.33
Smoke alarm and door knobs	\$78.46
Hauling to remove and dispose of items left in the unit	\$304.50
Blinds	\$568.05
Painting and Repairs to the unit	\$1,600.00
total	\$2,908.34

The Landlord makes the following claims:

Paint

The Landlord testified that the rental unit was freshly painted in March 2013, prior to the Tenant moving in. The Landlord testified that the unit had to be painted after the Tenant left because the Tenant was smoking in the unit contrary to the tenancy agreement. The Landlord's claim of \$357.33 is for the cost of paint and supplies.

Smoke Alarm and Door Knob

The Landlord testified that a smoke alarm had to be purchased because the Tenant had taken the original one out. The Landlord testified that the Tenant damaged a door knob. The Landlord is claiming \$78.46.

Hauling

The Landlord testified that after the Tenant removed the items he wanted from the rental unit, the Landlord had to remove and dispose of items the Tenant left behind. The Landlord provided photographs of the interior of the rental unit showing items that the Tenant left behind. The Landlord is claiming \$304.50 for the removal and disposal of the Tenant's items.

Blinds

The Landlord testified that all the blinds in the rental unit were new as of March 2013. The Landlord testified that all the blinds in the rental unit needed to be replaced. The Landlord is claiming \$568.05 for the cost of purchasing and installing new blinds in the rental unit.

Painting and Repairs

The Landlord testified that the Landlord has in house maintenance staff that repaired and painted the rental unit. The Landlord testified that the walls needed to be repaired; the walls needed priming due to the Tenant's smoking in the unit; and the walls needed to be painted. The Landlord is claiming \$1,600.00 for the labour involved in re-painting the rental unit.

Analysis

Based on the evidence before me, the affirmed testimony of the Landlord, and on a balance of probabilities, I find that the Tenant owes the Landlord for unpaid rent. I find that the tenancy agreement signed by the parties permits a \$25.00 late payment fee. I grant the Landlord a monetary order in the amount of \$2,220.00 for unpaid rent and late fees.

Section 39 of the Act states if a Tenant does not give a Landlord a forwarding address in writing within one year after the end of the tenancy, the Landlord may keep the security deposit, and the right of the Tenant to the return of the security deposit or pet damage deposit is extinguished.

I find that the Tenant did not provide a forwarding address in writing to the Landlord requesting the return of the security deposit. I find that the Tenant's right to the return of the security deposit is extinguished pursuant to section 39 of the Act. The Landlord may keep the security deposit of \$350.00.

The Tenant was served with the Notice of Hearing and did not appear to oppose any of the Landlord's claims for compensation. I grant the Landlord a monetary order in the full amount of the claim for repairs to the rental unit.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I find that the Landlord has established a total monetary claim of \$5,228.34 comprised of \$2,220.00 in unpaid rent; \$2,908.34 for damage; and \$100.00 for the fee paid by the Landlord for this hearing. After setting off the security deposit of \$350.00 towards the claim of \$5,228.34, I find that the Landlord is entitled to a monetary order in the amount of \$4,878.34. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Conclusion

The Tenant failed to pay the rent that was due in 2014. The Tenant left the rental unit damaged and unclean. The Tenant's right to claim the security deposit is extinguished. The Landlord is granted a monetary order for the unpaid rent; cost of repairs; and the cost of the filing fee in the amount of \$4,878.34.

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 28, 2016

Residential Tenancy Branch