



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CAPILANO PROPERTY MANAGEMENT SERVICES  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND MNSD MNDC FF

### Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, received at the Residential Tenancy Branch on June 27, 2016 (the "Application"). The Landlord applied for the following relief pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage to the unit, site, or property;
- an order permitting the Landlord to retain all or part of the security deposit;
- a monetary order for money owed or compensation for damage or loss; and
- an order granting recovery of the filing fee.

The Landlord was represented at the hearing by A.L., who provided affirmed testimony. The Tenant did not attend the hearing.

On behalf of the Landlord, A.L. testified the Landlord's Application package, including the Notice of a Dispute Resolution Hearing and documentary evidence, was served on the Tenant by registered mail on June 27, 2016. The package was sent to the forwarding address provided by the Tenant. In support, the Landlord provided a registered mail receipt, dated June 27, 2016. Pursuant to sections 89 and 90 of the *Act*, documents served in this manner are deemed to be received five days later. Accordingly, I find the Tenant is deemed to have been served with these documents on July 2, 2016.

In addition, the Landlord submitted a further evidence package, which was received at the Residential Tenancy Branch on December 6, 2016. A.L. testified that these documents were served on the Tenant by registered mail on December 6, 2016, and offered tracking information. Pursuant to sections 88 and 90 of the *Act*, documents served in this manner are deemed to be received five days later. Accordingly, I find these documents are deemed to have been received by the Tenant on December 11, 2016.

The Landlord's agent was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

#### Issues to be Decided

1. Is the Landlord entitled to a monetary order for damage to the unit, site or property?
2. Is the Landlord entitled to retain all or part of the security deposit?
3. Is the Landlord entitled to an order for money owed or compensation for damage or loss?
4. Is the Landlord entitled to recover the filing fee?

#### Background and Evidence

The Landlord submitted into evidence a copy of the written tenancy agreement between the parties. The agreement confirms a fixed-term tenancy for the period from April 1, 2015 to March 31, 2016; thereafter, the tenancy continued on a month-to-month basis. Rent in the amount of \$635.00 per month was due on the first day of each month. The Tenant paid a security deposit of \$317.50, which the Landlord retains. According to the documentary evidence submitted, the Tenant vacated the rental unit on or about June 16, 2016.

The Landlord seeks to recover a number of expenses incurred to clean and repair damage in the rental unit after the Tenant vacated. On the Landlord's behalf, A.L. testified the rental unit was left very dirty at the end of the tenancy. He also referred to holes left in the walls, some of which were caused by large nails used to hang shelves. In support, the Landlord submitted a condition inspection report dated June 16, 2016, and receipts for all items claimed with the exception of painting.

The Landlord's claims may be summarized as follows:

<b>Item claimed</b>	<b>Total</b>
Flea inspection:	\$78.75
Carpet cleaning:	\$105.00
Drape cleaning:	\$61.85
General cleaning:	\$56.00
Painting:	\$200.00
<b>TOTAL:</b>	<b>\$501.60</b>

The Landlord wishes to apply the security deposit in partial satisfaction of the claim, and seeks to recover the \$100.00 filing fee paid to make the Application.

### Analysis

Based on the unchallenged and affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 67 of the *Act* empowers me to order one party to pay compensation to the other if damage or loss results from a party not complying with the *Act*, regulations or a tenancy agreement.

On behalf of the Landlord, A.L. provided unchallenged oral testimony and documentary evidence in support of the Landlord's claim for compensation. The Tenant did not attend the hearing although duly served with notice of the hearing at the forwarding address provided by the Tenant.

I find the Landlord is entitled to a monetary award of \$501.60 for cleaning and repair costs. Having been successful, I also find the Landlord is entitled to recover the \$100.00 filing fee paid to make the Application.

The Landlord wished to apply the security deposit (\$317.50) in partial satisfaction of the claim, which I allow pursuant to section 72 of the *Act*.

Pursuant to section 67 of the *Act*, I grant the Landlord a monetary order in the amount of \$284.10, which has been calculated as follows:

<b>Item</b>	<b>Amount</b>
Cleaning and repair costs:	\$501.60
Filing fee:	\$100.00
<i>LESS security deposit:</i>	<i>(\$317.50)</i>
<b>TOTAL:</b>	<b>\$284.10</b>

Conclusion

The Landlord is granted a monetary order in the amount of \$284.10. This order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: December 20, 2016

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Residential Tenancy Branch