



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPITAL REGION HOUSING CORPORATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNSD, MND, MNDC, FF

Introduction

This hearing was convened in response to an application by the landlord for a Monetary Order under the *Residential Tenancy Act* (the Act) for damage and loss and inclusive of recovery of the filing fee associated with this application, and an order to retain the security deposit in partial satisfaction of the monetary claim.

Only the landlord and representatives appeared in the conference call hearing. I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing, as well as the landlord's evidence, all by *registered mail* in accordance with Section 88 and 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The landlord provided evidence of the registered mail service with tracking number and indicating the registered mail was received by the tenant. The landlord testified they sent to the tenant all of the evidence submitted to this proceeding.

The landlord was given full opportunity to be heard, to present evidence and to make submissions. The hearing proceeded on the merits of the landlord's original un-amended application and their evidence. I have reviewed all evidence before me

meeting requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The following is undisputed. I have benefit of the written tenancy agreement stating the tenancy began August 01, 2008. The tenant vacated September 30, 2016. Rent in the amount of \$985.00 was last payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the sum amount of \$288.00 which the landlord retains in trust. The evidence is that the parties did not agree as to the administration of the deposit at the end of the tenancy.

The landlord testified they and the tenant conducted a mutual inspection of the unit at the start of the tenancy and a mutual move out inspection of the unit at the end of the tenancy. The landlord provided a copy of the condition inspection report (CIR) last conducted by both parties on September 30, 2016. The landlord testified it is relevant that portions of the rental unit kitchen cabinetry inclusive of a new laminated / compressed wood countertop were new 3 years prior to the tenant vacating for which they provided evidence. The landlord claims that at the end of the tenancy the tenant left the rental unit unclean and with remaining cast offs as well as a damaged kitchen countertop with apparent delamination of the surface layer and swelling of the substrate. The landlord provided that in their determination the tenant did not exercise care in preventing fluids from compromising the integrity of the countertop. The landlord claims they had previously inspected the unit and had warned the tenant to not allow fluids sitting near the seams of the countertop as this would damage it. The landlord testified that in their experience a 3 year old countertop of its construction should not be delaminating after 3 years.

The landlord provided proof of expenditure for hauling and recycling the tenant's cast offs in the amount of \$115.50.

The landlord testified they personally cleaned the unit in excess of 10 hours, only claiming for 10 hours for which they are claiming \$250.00 for their labour.

The landlord provided proof of expenditure for a new countertop which they pro-rated from a useful life of 15 years to the remaining 12 years of the more recently replaced item, and claiming the mitigated amount of \$688.80.

Analysis

The full text of the Act, Regulation, and Residential Tenancy Policy Guidelines can be accessed via the RTB website: www.gov.bc.ca/landlordtenant .

It must be known that the landlord, as applicant, bears the burden of proving their monetary claims pursuant to the Act, on balance of probabilities.

On preponderance of the evidence before me, I accept the landlord's testimony and documentary evidence submitted as establishing that they incurred the claimed costs as result of the tenant's conduct and I find the landlord's claimed costs to be reasonable. I find the landlord is entitled to compensation in the amounts claimed. The landlord is further entitled to recover the \$100.00 filing fee paid for their application for a total sum award of \$1154.30.

I Order that the landlord retain the security deposit and the associated interest totalling \$390.43 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$763.87**. If necessary, this Order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

The landlord's application has been granted in its entirety.

This Decision is final and binding.

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 12, 2017

Residential Tenancy Branch