



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TRANSPACIFIC REALTY ADVISORS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This hearing dealt with a landlord's application for a Monetary Order against the tenant for cleaning and damage costs; and, authorization to retain the tenant's security deposit and interest. The tenant did not appear at the hearing. The landlord testified that the hearing documents were sent to the tenant via registered mail on December 22, 2016 using the service address he provided on his notice to end tenancy. The landlord provided a copy of the tenant's notice to end tenancy and registered mail tracking number as proof of service. I was satisfied that the tenant was duly served with notification of this proceeding and I continued to hear from the landlord without the tenant present.

Issue(s) to be Decided

1. Has the landlord established an entitlement to compensation from the tenant as claimed?
2. Is the landlord authorized to retain the tenant's security deposit and interest?

Background and Evidence

The tenancy started on March 1, 2001 and ended on November 30, 2016. The tenant did not participate in the move-out inspection of the rental unit. The landlord completed the move-out inspection report without the tenant and took photographs of the rental unit shortly after the tenancy. The landlord is holding a security deposit in the amount of \$415.00 and has calculated interest of \$23.96 has accrued on the security deposit.

The landlord seeks to recover the following amounts from the tenant:

- Cleaning of range hood fan and drapes: \$25.00 and \$25.00 respectively
- Repair flooring damaged under piano: \$100.00
- Sand and paint areas of wall tenant patched with wrong filler: 300.00
- Remove blind installed by tenant and repair wall: \$50.00
- Remove shelves installed by tenant and repair wall: \$50.00

The landlord provided a copy of the condition inspection reports; photographs; and an estimate from a contractor in support of the above claims.

Analysis

Upon consideration of everything before me, I provide the following findings and reasons.

Under section 37 of the Act, a tenant is required to leave a rental unit reasonably clean and undamaged.

Based upon the unopposed evidence of the landlord, I accept that the tenant failed to clean the range hood and the drapery and I award the landlord compensation of \$25.00 for each of these items, as requested.

I also accept that the dining room floor was damaged during the tenancy; the tenant installed shelves and a blind during the tenancy; and the tenant applied the incorrect wall filler to the walls which necessitated repairs that were made by the landlord. I find the landlord's request for compensation for these repairs to be reasonable and supported and I grant the landlord's request for compensation for these items in the amount claimed, a total of \$500.00.

In light of the above, the landlord is awarded compensation of \$550.00 as requested; and, I further award the landlord recovery of the \$100.00 filing fee. I authorize the landlord to retain the tenant's security deposit and interest of \$438.96 in partial satisfaction of the amounts awarded to the landlord and I provide the landlord a Monetary Order for the balance remaining of \$211.04 to serve and enforce upon the tenant.

Conclusion

The landlord was successful in this application and has been awarded compensation totalling \$650.00. The landlord has been authorized to retain the tenant's security deposit and interest of \$438.96 in partial satisfaction of the amounts awarded to the landlord and the landlord has been provided a Monetary Order for the balance of \$211.04 to serve and enforce upon the tenant.

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: June 16, 2017

Residential Tenancy Branch