



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNDC MNSD FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for loss and/or damage to the rental unit pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted by conference call. The tenant did not attend this hearing, although I waited until 1:45p.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 1:00 p.m. The landlord attended the hearing and was given a full opportunity to provide affirmed testimony and present evidence.

The landlord testified that on June 22, 2017, a copy of the Application for Dispute Resolution and Notice of Hearing was sent to the tenant by registered mail. The landlord provided a registered mail tracking number and address label in support of service. The mail was sent to a forwarding address provided by the tenant upon move-out inspection.

Based on the above evidence, I am satisfied that the tenant was deemed served with the Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to sections 89 & 90 of the Act. The hearing proceeded in the absence of the tenant.

Issues

Is the landlord entitled to a monetary award for loss and/or damage to the rental unit?
Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?
Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

The tenancy began on June 1, 2016 with a monthly rent of \$875.00 payable on the 1st day of each month. The tenant paid a security deposit of \$437.50 at the start of the tenancy which the landlord continues to hold. The tenancy ended on May 31, 2017.

The landlord submitted an invoice dated June 4, 2017 in the amount of \$300.00 for an expense incurred to clean the rental unit. The landlord provided a move-in and move-out condition inspection report noting various deficiencies in the cleanliness of the unit upon move-out.

The landlord also submitted an invoice dated August 30, 2016 in the amount of \$31.25 for a fine issued by the strata. The landlord testified the fine was issued as the result of the tenant denying access for an annual fire inspection.

Analysis

Section 7 of the Act provides for an award for compensation for damage or loss as a result of a landlord or tenant not complying with this Act, the regulations or their tenancy agreement.

I accept the landlord's uncontested testimony and evidence and find that the landlord suffered a loss in the amount of \$331.25 as a result of the cleaning expense incurred and the fine issued by the strata.

I find the landlord is entitled to a monetary award in the amount of \$331.25.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application for a total monetary award of \$431.25.

The landlord continues to hold a security deposit of \$437.50. I allow the landlord to retain \$431.25 from the security deposit in full satisfaction of the monetary award pursuant to section 38 of the Act.

The balance of the \$6.25 security deposit is to be returned to the tenant and the tenant is granted a Monetary Order in this amount.

Conclusion

Pursuant to section 67 of the *Act*, I grant the tenant a Monetary Order in the amount of \$6.25. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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 04, 2017

Residential Tenancy Branch