



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNR 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 unpaid rent, loss and damage to the 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 1:45 p.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 1:30 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 July 14, 2017, a copy of the Application for Dispute Resolution and Notice of Hearing was sent by registered mail to the forwarding address provided by the tenant. And on December 22, 2017 a copy of the landlord's amended application was also sent to the tenant by registered mail. The landlord provided registered mail tracking numbers in support of service for both the original and amended applications.

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 unpaid rent, loss 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 February 16, 2009 and ended on June 30, 2017. The tenant paid a security deposit of \$585.00 at the start of the tenancy which the landlord continues to hold.

The landlord submitted a "monetary order worksheet" which provides a breakdown of the landlord's claims totaling \$873.50 comprised of the following:

- \$105.00 in outstanding rent for the months of April, May and June 2017. The landlord testified the tenant's rent payments were \$35.00 short for each of these months.
- \$25.00 for a late fee for June 2017 rent. The landlord testified the tenant was late in paying rent for this month.
- \$218.50 for drapery cleaning. The landlord submitted condition inspection reports indicating the drapes were clean at the start of the tenancy and left dirty at the end of tenancy. An invoice for this expense was submitted.
- \$525.00 for priming walls throughout the rental unit which had been painted dark colors by the tenant. The landlord submitted an invoice for the total cost of painting the rental unit but only charged the tenant for a pro-rated amount for the priming costs only. Pictures of the dark colored walls were also submitted.

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. Under this section, the party claiming the damage or loss must do whatever is reasonable to minimize the damage or loss.

I find that the landlord has established the existence of the damage or loss as claimed and that it occurred due to the actions or neglect of the tenant. The landlord has also submitted evidence in support of the actual amounts required to compensate for the loss or repair the damage.

I accept the landlord's uncontested testimony and supporting evidence and find the landlord has suffered a loss as claimed in the amount of \$873.50.

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 \$973.50.

The landlord continues to hold a security deposit in the amount of \$585.00. I allow the landlord to retain the security deposit in partial satisfaction of the monetary award pursuant to section 38 of the Act.

Therefore, I find that the landlord is entitled to a Monetary Order in the amount of \$388.50.

Conclusion

Pursuant to section 67 of the *Act*, I grant the landlord a Monetary Order in the amount of \$388.50. Should the tenant 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: January 08, 2018

Residential Tenancy Branch