



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENTS RENTALS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND MNSD MNDC FF

Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution ("application") under the *Residential Tenancy Act* ("Act") for a monetary order for damage to the unit, site or property, to retain all or a part of the tenant's security deposit, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the cost of the filing fee.

Two agents for the landlord ("agents") attended the teleconference hearing and gave affirmed testimony. During the hearing the agents were given the opportunity to provide their evidence orally. A summary of the evidence is provided below and includes only that which is relevant to the hearing.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing ("Notice of Hearing"), application, and documentary evidence were considered. The landlord testified that the Notice of Hearing and application were served on the tenant by registered mail on July 14, 2017. The registered mail tracking number has been included on the cover page of this decision for ease of reference and is identified as 1. The agents confirmed that the address used was the same address provided by the tenant as his written forwarding address and according to the online registered mail tracking website, the tenant signed for and accepted the registered mail package on August 2, 2017. Regarding the documentary evidence, the agents stated that it was also served by registered mail so the same address provided by the tenant as his forwarding address on December 13, 2017. The registered mail tracking number has been included on the cover page of this decision for ease of reference and is identified as 2. According to the online registered mail tracking website, the tenant did not pick up the second registered mail package. According to section 90 of the *Act*, the tenant is deemed served five days after it is mailed. Therefore, I find the tenant was deemed served with the documentary evidence as of December 18, 2017. Based on the above,

the hearing proceeded without the tenant present and I find this application to be unopposed and undisputed by the tenant.

Preliminary and Procedural Matter

The agents provided their email address at the outset of the hearing which was confirmed by the undersigned arbitrator. The agents were advised that the decision would be emailed to them and that any applicable orders would be emailed also. As the tenant did not attend the hearing to provide an email address, the tenant will receive the decision by regular mail.

Issues to be Decided

- Is the landlord entitled to a monetary order under the *Act*, and if so, in what amount?
- What should happen to the tenant's security deposit under the *Act*?

Background and Evidence

A copy of the tenancy agreement was submitted in evidence. A fixed term tenancy began on March 1, 2013 and after one year reverted to a month to month tenancy. Monthly rent was originally \$880.00 per month and was increased during the tenancy to the final amount of \$905.00 by the end of the tenancy. The agents confirmed that the tenant paid a \$440.00 security deposit at the start of the tenancy which has accrued no interest to date. The landlord continues to hold the tenant's security deposit.

The landlords' monetary claim for \$438.00 is comprised as follows:

ITEM DESCRIPTION	AMOUNT CLAIMED
1. Blinds	\$50.00
2. Cleaning and materials	\$288.00
3. Repair hole in kitchen	\$100.00
TOTAL	\$438.00

Regarding item 1, the landlord has claimed \$50.00 for the cost to replace 10 slats of a window blind. The agents referred to the condition inspection report that supports that there were no issues with the window coverings at the start of the tenancy and that at the end of the tenancy, they were "broken/missing". The agent stated that the amount

was only \$50.00 as they have a supply of slats that were pre-purchased for such incidents and that the labour to reinstall the missing 10 slats is included in the amount claimed. The agents also referred to a document from the person who replaced the 10 slats in support of the amount claimed and the labour involved.

Regarding item 2, the landlord has claimed \$288.00 for the cost of cleaning the rental unit that according to the agents was not cleaned by the tenant before vacating. The agents stated that the materials for cleaning are also combined into the amount claimed for this portion of the landlord's claim. The agents referred to an invoice from the person who cleaned the rental unit which supports the amount of \$288.00 being claimed. In addition, the agents referred to the condition inspection report which indicated that the rental unit was dirty throughout the rental unit at the end of the tenancy.

Regarding item 3, the landlord has claimed \$100.00 to repair what the agents describe as several holes in the kitchen caused by the tenant. The agents referred to the condition inspection report which supports that there was no damage in the kitchen at the start of the tenancy and that there was damage in the kitchen at the end of the tenancy. The agents also referred to a document submitted by the person who repaired the rental unit which was charged at 4 hours at \$25.00 per hour for patching, sanding, painting and material/labour.

Analysis

Based on the undisputed documentary evidence and undisputed testimony of the agents, and on the balance of probabilities, I find the following.

As the tenant was served with the Notice of Hearing, application and documentary evidence and did not attend the hearing, I consider this matter to be unopposed by the tenant. As a result, and taking into account that I find the landlord's evidence and the agents' testimony to support the monetary claim before me, I find the landlord's application is fully successful in the amount of **\$438.00**.

In reaching this finding I have considered the invoices, condition inspection report and other documents. In addition, I find that the tenant breached sections 37 of the *Act*. Section 37 of the *Act* requires that a tenant leave the rental unit in a reasonably clean condition less reasonable wear and tear and I find that the undisputed evidence supports that the tenant breached section 37 by damaging the rental unit and by failing to reasonably clean the rental unit before vacating.

As the landlord's claim is successful, I grant the landlord the recovery of the cost of the filing fee in the amount of **\$100.00** pursuant to section 72 of the *Act*.

Based on the above, I find the landlord has established a total monetary claim of **\$538.00** comprised of \$438.00 for items 1, 2 and 3, plus the recovery of the cost of the \$100.00 filing fee.

As the landlord has claimed against the tenant's security deposit of \$440.00, I **authorize** the landlord to retain the tenant's full security deposit of \$440.00 which has accrued no interest to date in partial satisfaction of the landlord's monetary claim. I grant the landlord a monetary order pursuant to section 67 of the *Act*, for the balance owing by the tenant to the landlord in the amount of **\$98.00**.

Conclusion

The landlord's application is fully successful.

The landlord has established a total monetary claim of \$538.00 as described above. The landlord has been authorized to retain the tenant's full security deposit of \$440.00 in partial satisfaction of the landlord's monetary claim. The landlord has been granted a monetary order pursuant to section 67 for the balance owing by the tenant to the landlord in the amount of \$98.00. The landlord must serve the tenant with the monetary order and may enforce the monetary order in the Provincial Court (Small Claims Division).

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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 5, 2018

Residential Tenancy Branch