



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

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

## **DECISION**

Dispute Codes      MND MNSD MNDC FF

### Introduction

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

- a Monetary Order for damages or losses arising out this tenancy pursuant to section 67 of the *Act*;
- an Order to retain the security or pet deposit pursuant to section 38 of the *Act*; and
- a return of the filing fee pursuant to section 72 of the *Act*.

Only the landlord's agent, D.M. (the "landlord") attended the hearing. The landlord was given a full opportunity to be heard, to present her testimony and to make submissions.

The landlord explained that two separate copies of the application for dispute and evidentiary package were sent to the tenant by way of Canada Post Registered Mail. The landlord said that one package was returned because it was inadvertently sent to the wrong address but a package was sent to the tenant's correct address on October 2, 2017. Copies of both sets of Canada Post tracking numbers were provided to the hearing. Pursuant to sections 88, 89 & 90, the tenant is deemed served with the landlord's application and evidence on October 7, 2017, five days after their posting.

### Issue(s) to be Decided

Can the landlord recover a monetary award from the tenant? If so, can the landlord retain the tenant's security deposit in satisfaction for a monetary award issued?

Can the landlord recover the filing fee from the tenant?

### Background and Evidence

Undisputed testimony provided to the hearing by the landlord explained that this tenancy began on March 1, 2016 and ended on July 31, 2017. Rent was \$1,050.00 per month and a security deposit of \$525.00 paid at the outset of the tenancy continues to be held by the landlord.

The landlord explained that the tenant vacated the rental unit on July 31, 2017 and failed to attend the condition inspection meeting which the parties had previously arranged. The landlord informed the hearing that the tenant told her that she was not worried about any damage to the unit and told the landlord she could keep the security deposit as compensation for cleaning and painting which were required. The landlord said she only obtained the tenant's forwarding address because the tenant had moved into a different property owned by the same corporate landlord.

As part of her evidentiary package, the landlord provided a copy of the condition inspection report which was completed without the tenant.

### Analysis

I accept the uncontested evidence offered by the landlord that damage to the rental unit went beyond the scope of normal wear and tear and based on the landlord's undisputed testimony, I find that the tenant left the rental unit in poor state of repair. The landlord has applied for a monetary order in the amount of \$445.200 to offset the expenses related to garbage removal, carpet cleaning and painting. I find that the landlord has fulfilled her obligation pursuant to section 38 of the *Act* and has applied to retain the tenant's security deposit within 15 days of the end of the tenancy. Evidence presented at the hearing indicated that the tenant failed to ever provide the landlord with her forwarding address in writing.

As the landlord was successful in her application, she may pursuant to section 72 of the *Act*, recover the \$100.00 filing fee from the tenant.

### Conclusion

**I am making a Monetary Order of \$20.20 in favour of the landlord as follows:**

<b>Item</b>	<b>Amount</b>
Carpet Cleaning	\$95.20
Cleaning of Unit	200.00
Painting of Unit	150.00
Return of Filing Fee	100.00
Less Security Deposit	<b>(-525.00)</b>
<b>Total Monetary Award</b>	<b>\$20.20</b>

The landlord is provided with formal Orders in the above terms. Should the tenant fail to comply with these Orders, these Orders may be filed and enforced as Orders of the Provincial Court of British Columbia.

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: February 27, 2018

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Residential Tenancy Branch