



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WOODBINE TOWNHOMES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MND, MNSD, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for the cost of repairs and cleaning and for the recovery of the filing fee. The landlord also applied to retain the security and pet deposits in partial satisfaction of the claim. The landlord was represented by an agent and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord testified that she served the tenants with notice of hearing packages on October 20, 2017, by registered mail, to the forwarding address provided by the tenants. The landlord filed a copy of the tracking slips and stated that the packages were not picked up by the tenants and were returned to her. I find that the tenants were served with the landlord's materials in accordance with sections 88 and 89 of the *Act*.

Issues to be decided

Is the landlord entitled to a monetary order? Is the landlord entitled to retain the security and pet deposits?

Background and Evidence

The landlord testified that the tenancy started on March 2008 and moved out on September 30, 2017. The monthly rent was \$1,080.00 payable on the first of each month. Prior to moving in the tenants paid security and pet deposits of \$495.00 each. The tenants provided a forwarding address on September 30 and the landlord made this application on October 13, 2017, within the legislated timeframe of 15 days.

The landlord testified that the tenants left the unit in a damaged and dirty condition and filed photographs, a detailed monetary worksheet and invoices to support her testimony. The photographs show multiple holes in the walls and doors and a handrail that was

ripped out. As depicted in the photographs the tenants left behind a large number of unwanted items like clothes, mattresses, broken furniture etc. and also left the unit extremely dirty and the yard in a messy condition.

The landlord testified that the tenancy was 10 years in length and she was only claiming for damage that was beyond normal wear and tear and to replace missing doors. The landlord testified that she was not claiming for the painting of the ceilings and undamaged walls and for the installation of new flooring. The landlord has applied for a monetary order in the amount of \$3,175.00 for damages plus \$100.00 for the filing fee.

Analysis

Based on the sworn testimony of the landlord and in the absence of evidence to the contrary, I find that the landlord has provided sufficient evidence to support her monetary claim and accordingly I find that the landlord is entitled to \$3,175.00 for damages plus \$100.00 for the filing fee for a total established claim of \$3,275.00.

I order that the landlord retain the security and pet deposits of \$990.00 plus the applicable interest of \$12.17 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$2,272.83. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order of **\$2,272.83**.

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: May 16, 2018

Residential Tenancy Branch