



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: FFL MNDCL-S MNDL-S

Introduction

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

- 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;
- and a monetary order for money owed or compensation monetary loss or money owed under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72

While the landlords' agent, BU ('landlords'), attended the hearing by way of conference call, the tenant did not. I waited until 1:40 p.m. to enable the tenant to participate in this scheduled hearing for 1:30 p.m. The landlord's agent was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlords' agent testified that the tenant was served with the landlord's application for dispute resolution hearing package ('Application') and evidence on March 6, 2018, by way of registered mail to the forwarding address provided by the tenant. The landlords provided Canada Post tracking numbers in their evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the tenant was deemed served with the landlord's application and evidence on March 11, 2018, five days after its registered mailing.

Issue(s) to be Decided

Are the landlords entitled to a monetary award for losses arising out of this tenancy?

Are the landlords entitled to recover the filing fee for this application from the tenant?

Are the landlords entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

Background and Evidence

This fixed term tenancy began on January 1, 2017, with monthly rent set at \$940.00. The landlords collected a security deposit in the amount of \$470.00, which they still hold. The tenants moved out on December 31, 2017. A forwarding address was provided to the landlords on December 30, 2017.

The landlords submitted a monetary claim for \$598.04 in order to recover their losses associated with the tenancy as listed below:

Item	Amount
Mailbox key replacement	\$99.75
Cleaning	125.00
Kitchen Tap Replacement	262.50
Filing Fee	100.00
Cost of Registered Mail	10.79
Total Monetary Order Requested	\$598.04

The landlords' agent testified that the tenant gave notice that they planned to move out, but after numerous attempts by the landlords to attend a move-out inspection, the tenant failed to attend on the last date of the tenancy, December 31, 2017, or on January 4, 2018, the date the tenant advised the landlords that they would return.

The landlords' agent testified that the tenant did not return the keys, nor did they clean the rental unit. The tenant also damaged the 1 year old kitchen faucet, which the landlord had to replace.

Analysis

Section 37(2)(a) of the *Act* stipulates that when a tenant vacates a rental unit the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. I find that the landlords provided sufficient evidence to show that the

tenant did not take reasonable care and attention when vacating the suite. I also find that the landlords supported their claims with detailed documentary and oral evidence, including receipts, invoices, correspondence, as well as photos. Accordingly, I find the landlords are entitled to compensation for the losses associated with the tenant's failure to comply with section 37(2)(a) of the *Act*. The landlords' application to recover the cost of cleaning, kitchen tap replacement, and mailbox key replacement is granted.

The landlords applied for further compensation from the tenant for the cost of registered mailing the tenant. Section 72 of the *Act* only allows me to allow the landlords to recover the filing fee, and not the other associated costs of filing a dispute resolution application. Accordingly, I am not granting the landlords' application for compensation for the registered mailing.

I find that the landlords' Application has merit and that the landlords are entitled to recover the fee for filing this Application.

In accordance with the offsetting provisions of section 72 of the *Act*, I order the landlords to retain the tenant's security deposit plus applicable interest in satisfaction of the monetary claim. Over the period of this tenancy, no interest is payable on the security deposit.

Conclusion

I issue a Monetary Order in the amount of \$117.25 in the landlords' favour under the following terms which allows the landlords to retain the security deposit in satisfaction of the monetary claim for damages and losses, plus recover the \$100.00 filing fee for this application.

Item	Amount
Mailbox key replacement	\$99.75
Cleaning	125.00
Kitchen Tap Replacement	262.50
Filing Fee	100.00
Less Security Deposit	-470.00
Total Monetary Order	\$117.25

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.

The landlords' application to recover the cost of the Registered Mailing is dismissed without leave to reapply.

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: October 1, 2018

Residential Tenancy Branch