



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      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 money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement 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 1:50 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 February 9, 2018, a copy of the Application for Dispute Resolution and Notice of Hearing was sent to the tenant by registered mail. The landlord provided a registered mail tracking number and receipt in support of service.

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 loss?

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 June 15, 2013 and ended on January 31, 2018. The tenant paid a security deposit of \$575.00 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 \$453.56 comprised of the following:

- \$96.00 for cleaning the appliances at the end of the tenancy. Pictures were submitted in support of the lack of cleaning done by the tenant. An invoice was also submitted.
- \$224.56 for a security guard. The landlord testified that the tenant was late in vacating the rental unit. The tenant was supposed to vacate by 6:00 p.m. on January 31, 2018 but did not vacate until 9:00 a.m. on the following morning. An invoice was submitted for this expense.
- \$133.00 in late fees and unpaid rent. The landlord testified that the tenant owed a \$25.00 late fee for late rent payment for each of the months of December 2016, January 2017, March 2017, April 2017 and May 2017. The landlord testified that the tenant also had \$8.00 in rent outstanding for the month of March 2017.

### 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 loss as claimed for cleaning the appliances and for the late fees and unpaid rent. The landlord is awarded \$96.00 and \$133.00 for these items respectively as claimed. The landlord's claim for costs associated with hiring a security guard is dismissed. The landlord provided insufficient testimony and evidence on why this expense was necessary as a result of the tenant not vacating on time.

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 \$329.00.

The landlord continues to hold a security deposit in the amount of \$575.00. The landlord is permitted to retain \$329.00 from this security deposit in full satisfaction of the monetary award and the balance of \$246.00 is to be returned to the tenant forthwith.

The tenant is granted a Monetary Order in the amount of \$246.00.

### Conclusion

Pursuant to section 67 of the *Act*, I grant the tenant a Monetary Order in the amount of \$246.00. Should the landlord 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: September 04, 2018

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Residential Tenancy Branch