



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding OJ Realty & Property Management
Inc and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damage to the unit - Section 67;
2. An Order to retain the security deposit - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Tenants did not attend the hearing. I accept the Landlord’s evidence that each Tenant was served with the application for dispute resolution, notice of hearing, a copies of all evidence provided to the Residential Tenancy Branch (the “Materials”) by registered mail on November 16, 2018 in accordance with Section 89 of the Act.

Section 90 of the Act provides that a document served in accordance with section 89 of the Act is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail I find that the Tenants are deemed to have received the Materials on November 21, 2018. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amount claimed?

Background and Evidence

The tenancy started on January 16, 2016 and ended on October 31, 2018. Rent of \$675.00 was payable on the first day of each month. At the outset of the tenancy the

Landlord collected \$337.50 as a security deposit. The Parties mutually conducted a move-in inspection on January 19, 2016 with an inspection report completed and copied to the Tenants. The Tenants provided their forwarding address on or about November 14, 2018.

On October 31, 2019 the Landlord made 4 different offers to the Tenants for a move-out inspection however the Tenants refused all opportunities. The Landlord conducted the move-out inspection alone on October 31, 2018 with an inspection report completed and copied to the Tenants with the Materials.

The Tenants left the unit with damage by not cleaning the unit or the drapes. The Landlord claims \$252.00 for the costs of cleaning and provides an itemized receipt dated November 2, 2018 for this cost. The Landlord claims \$50.00 for the costs to clean the drapes and provides a receipt dated November 1, 2018 for this cost. The Tenants left a bi-fold door damaged and claims \$90.05 for this cost. The Landlord only provided an estimate and has since purchased and replaced the door. The Landlord did not provide any receipt or invoice for the cost of the door.

The Landlord confirms that they are only seeking a total monetary entitlement equivalent to the amount of the security deposit and do not seek any monetary order for any amount above the security deposit.

Analysis

Section 36(1) of the Act provides that the right of a tenant to the return of a security deposit or a pet damage deposit, or both, is extinguished if the landlord has offered at least two opportunities for a move-out inspection and the tenant has not participated on either occasion. Given the undisputed evidence that the Landlord made more than two offers for the move-out inspection and as the Tenants did not participate in any inspection I find that the right of the Tenants to return of the security deposit was extinguished at move-out.

Section 37 of the Act provides 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. Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Based on the undisputed evidence of the Landlord I find that the Landlord has substantiated that the Tenants left the unit and drapes unclean. Given the receipts I find that the Landlord has substantiated the costs claimed and is therefore entitled to **\$252.00** and **\$50.00**.

As the Landlord has been successful with these claims I find that the Landlord is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$402.00**. As this amount is greater than the **\$337.50** being claimed and as the Tenants' right to return of the security deposit has been extinguished I consider that the remaining claim for the door does not require consideration as the Landlord has now reached the its maximum claimed amount. I find that the Landlord is entitled to retain the full amount of the security deposit of **\$337.50** plus zero interest in full satisfaction of its claims.

Conclusion

I Order the Landlord to retain \$337.50.00 from the security deposit plus interest of \$337.50.00 in full satisfaction of the claim. This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: March 15, 2019

Residential Tenancy Branch