



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MND-S, FF

Introduction

This hearing was convened in response to an application by the landlord filed March 04, 2019 for a monetary order for damage to the unit and to recover the filing fee. The hearing was conducted by conference call.

The landlord attended the hearing. The tenant did not attend although served with the application and Notice of Hearing as well as supporting evidence sent by registered mail to the respective forwarding addresses provided by the tenant. The landlord provided proof of mail registration(x2) including the respective tracking numbers. I am satisfied the tenant was served with the action against them in accordance with the Act. The tenant did not provide evidence to this matter. The hearing proceeded on the merits of the landlord's application. The landlord testified they are seeking solely the deposits of the tenancy, in the sum of \$1500.00, as total offset and in satisfaction of all their monetary claims.

Issue(s) to be Decided

Is the landlord entitled to a monetary order in the amounts claimed?

Background and Evidence

The undisputed testimony and evidence of the landlord is that the tenancy started May 01, 2018 and ended February 04, 2019 by intervention of a court-appointed bailiff. Rent payable under the tenancy agreement was \$1500.00 per month. At the outset of the tenancy the landlord collected security and pet deposits totalling \$1500.00 which they

retain in trust. At the start of the tenancy the landlord conducted a condition inspection with respective inspection report submitted into evidence. Near the end of the tenancy the parties agreed on a scheduled date for the move out inspection on the last day of the tenancy, January 31, 2019. At the time of the inspection the tenant was unable to accommodate an inspection as had been scheduled due to the tenant still residing in the rental unit and all of their belongings still in the unit. The landlord testified they were compelled to seek a court bailiff. Once emptied of the tenant's belongings the landlord inspected the rental unit and determined that a quantum of deficiencies existed which were beyond acceptable wear and tear. On February 26, 2019 the landlord received the tenant's written forwarding address as provided into evidence.

The landlord claims that the rental unit was left unclean and damaged. The landlord claimed for what they described as removal of very heavy cigarette odour for which they provided a receipt in the amount of \$892.50, carpet cleaning in the amount of \$269.85, and repainting of the unit due to scratches, dents and markings, for which the landlord provided an invoice for paint, and a claim for their labour to repaint, in the sum for painting of \$602.38. The landlord also provided a series of photo images in support of their claims.

Analysis

The full text of the Act, and other resources, can be accessed via the Residential Tenancy Branch website: www.gov.bc.ca/landlordtenant.

I find the tenant effectively failed to accommodate / attend the agreed scheduled move out condition inspection of January 31, 2019, and as such lost their right to the return of the security deposit and pet damage deposit of the tenancy as prescribed by Section 36 of the Act. Furthermore I find the landlord filed their application within the prescribed 15 days to do so following receipt of the tenant's written forwarding address and that their right to make their claim was not extinguished.

I accept the landlord's testimony and documentary evidence submitted as establishing that they incurred the amounts claimed for damage to the unit to which they are entitled to be compensated. As their claim exceeds the amount of the deposits in trust,

I Order that the landlord may retain the deposits of the tenancy in the sum of \$1500.00 in full and final satisfaction of their claim.

Conclusion

The landlord's application has been granted in the above terms, without leave to reapply.

This Decision is final and binding.

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: June 18, 2019

Residential Tenancy Branch