



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Camargue Investments and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR, 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, cleaning, rekeying locks and for the recovery of the filing fee. The landlord also applied to retain the security deposit and pet deposit in partial satisfaction of the claim.

The landlord testified that she served the tenant with the notice of hearing package on January 15, 2020, by registered mail, to the address provided by the tenant. The landlord testified that the package was returned to her. The landlord contacted the tenant and was provided with a different forwarding address. The landlord re-sent the package and filed a copy of the tracking slip. The landlord stated that she tracked the package and found that the tenant had picked it up.

Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for the cost of repairs, cleaning, rekeying locks and for the recovery of the filing fee? Is the landlord entitled to retain the security and pet deposits?

Background and Evidence

The landlord testified that the tenancy started on May 01, 2014 and ended on November 30, 2019. The monthly rent at the end of tenancy was \$914.00 payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$397.50 plus a pet deposit of \$387.50.

The landlord stated that the tenant moved out without informing the landlord and did not attend a move out inspection.

The landlord stated that because the tenant did not return the keys, all the common doors in the building had to be rekeyed and copies of the new keys were provided to all residents of the building. The landlord stated that this resulted in a cost of \$475.00.

The landlord also described the condition of the rental unit and stated that the flooring was stained with pet urine, the blinds and curtains were ripped, the handles of the kitchen cabinets and refrigerator were missing, the switch plates were broken and the walls had nails, nail holes and cat scratches.

The landlord filed a copy of the move out inspection report and photographs to support her testimony.

The landlord has filed a claim as follows:

1.	Replace keys	\$475.00
2.	Pet Damage	\$387.50
3.	Repairs	\$1022.00
4.	Cleaning	\$875.00
5.	Cleaning Supplies	\$30.00
6.	Filing Fee	\$100.00
	Total	\$2,889.50

Analysis

Based on the sworn testimony of the landlord and in the absence of evidence to the contrary, I find that the tenant left the rental unit in a condition that required significant cleaning and repair before a new tenant could move in.

Therefore, I find that the landlord is entitled to recover the cost of restoring the rental unit to a condition in which it can be rented. Since the landlord has proven her case, she is also entitled to the recovery of the filing fee of \$100.00.

Overall the landlord has established a claim of \$2,889.50. I order that the landlord retain the security deposit of \$397.50 and the pet deposit of \$387.50 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 \$2,104.50. 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 **\$2,104.50**.

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 04, 2020

Residential Tenancy Branch