



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MND, MNSD, MNDC, FF*

### **Introduction**

This hearing dealt with an application by the landlord pursuant to sections 67, 38 and 72 of the *Residential Tenancy Act*. The landlord applied for a monetary order for the cost of cleaning, repairs, strata fines and the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim.

The landlord sent a copy of her application and the notice of hearing to the tenant by registered mail on July 27, 2020, to the forwarding address provided by the tenant. The landlord provided a tracking number.

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 cleaning, repairs, strata fines and the filing fee? Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The tenancy started on November 01, 2019 and ended on July 16, 2020. Prior to moving in the tenant paid a security deposit of \$700.00.

The landlord testified that the tenant and her guests had created considerable damage to the rental unit and had received fines from the strata for various contraventions of the strata by-laws. The landlord had served the tenant with a notice to end tenancy for cause and this matter was heard at a hearing on July 07, 2020. In a decision dated July 15, 2020, the landlord was awarded an order of possession.

Prior to July 15, 2020, the tenant was hospitalized and informed the landlord by text message dated July 16, 2020, that she would not be returning to the rental unit. In that same text message, the tenant authorized the landlord to retain the security deposit and provided the landlord with her forwarding address.

The landlord visited the rental unit on July 16, 2020 and had to get a lock smith to allow her in. The tenant had changed the locks without the landlord's permission and failed to provide the landlord with a key. Upon entering the rental unit, the landlord found it to be in extremely poor condition. The tenant's belongings were strewn all over, there were holes and graffiti on the walls, the fixtures were damaged, and the unit was dirty. The landlord took photographs which she filed into evidence.

The landlord hired workers to restore the unit and filed invoices and receipts into evidence to support her monetary claim. The landlord was able to have the work done in a timely manner and found a new tenant for August 01, 2020.

During the tenancy, the tenant incurred fines from the strata counsel, which the landlord paid but was unable to recover from the tenant.

The landlord is claiming the following:

1.	Packing and Cleaning	\$1,080.00
2.	Disposal Charges	\$95.25
3.	Paint and Supplies	\$205.64
4.	Repair Services	\$1,640.00
5.	Toilet, kitchen taps, supplies	\$230.02
6.	Kitchen sink, drywall supplies	\$40.50
7.	Lock change and keys	\$125.00
8..	Strata fines	\$400.00
9.	Filing fee	\$100.00
	<b>Total</b>	<b>\$3,916.41</b>

## **Analysis**

Based on the undisputed testimony of the landlord and the photographs and invoices filed into evidence, I find that the landlord has proven her monetary claim.

The landlord has also applied to recover the filing fee for her previous application. The legislation does not permit me to award the filing fee for prior applications.

Overall, the landlord has established a claim of \$3,916.41. I order that the landlord retain the security deposit of \$700.00 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 \$3,216.41. 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 for **\$3,216.41**.

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: November 10, 2020

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Residential Tenancy Branch