



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding NACEL PROPERTIES LTD  
and [tenant name suppressed to protect privacy]

**Dispute Codes:** MNDL-S, FFL

## **DECISION**

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act*, for a monetary order for the cost of painting the rental unit, for unpaid utility bills and for the cost of garbage removal. The landlord also applied to retain the security deposit in partial satisfaction of the claim.

The notice of hearing was served on the tenant on September 29, 2022, by registered mail to the address provided by the tenant. The landlord filed a copy of the registration slip. Despite having been served with 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**

Has the landlord entitled to the cost of painting and garbage removal? Does the tenant owe the landlord utilities? Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The tenancy started on August 01, 2020. The rent was \$1,400.00 due on the first day of each month. The tenant paid a security deposit in the amount of \$750.00.

On August 31, 2022, a move out inspection was carried out. The tenant attended the inspection but refused to sign the report. The landlord filed a copy of the report and photographs showing the condition of the rental unit. The landlord stated that the tenant had been smoking inside the unit as was confirmed by the cigarette butts in the ashtray on a coffee table. The tenant also left behind furniture that had to be hauled away. The landlord filed a copy of an unpaid utility bill.

The landlord filed copies of the inspection report, utility bill and receipts for painting, painting supplies and garbage/furniture disposal.

The landlord is claiming the following:

1.	Cost of garbage disposal	\$210.00
2.	Cost of Utilities	\$354.09
3.	Painting and painting supplies	\$413.00
	Total	<b>\$977.09</b>

### **Analysis**

Based on the sworn undisputed testimony of the landlord, the move out inspection report, photographs and invoices filed into evidence, I accept the landlord's claim for a total of \$977.09. The landlord has proven her claim and is entitled to the recovery of the filing fee for \$100.00. Overall, the landlord has established a claim of \$1,077.09.

I order that the landlord retain the security deposit of \$750.00, 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 \$327.09. 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 in the amount of **\$327.09**.

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 12, 2023

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Residential Tenancy Branch