



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding METRO VANCOUVER HOUSING CORPORATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's application for a Monetary Order for damage to the rental unit; damage or loss under the Act, regulations or tenancy agreement; and, authorization to retain the security deposit. The tenant did not appear at the hearing. The landlord provided evidence showing that the tenant provided her forwarding address via a voicemail message on May 8, 2013 and that the landlord sent the hearing package to that address via registered mail on May 17, 2013. The landlord provided a copy of the registered mail receipt, including tracking number, as proof of service. I was also provided documentation from a trustee on behalf of the tenant; however, the landlord did not receive such documentation and was unaware of the content of those documents. Therefore, I did not consider the submissions from the trustee. I was, however, satisfied the tenant has been served with the hearing documents and I proceeded to hear from the landlord without the tenant present.

Issue(s) to be Decided

1. Is the landlord entitled to compensation from the tenant for the amounts claimed?
2. Is the landlord authorized to retain the tenant's security deposit?

Background and Evidence

The tenancy commenced November 11, 2005 and the tenant paid a security deposit of \$360.00. The tenancy ended November 30, 2012. The tenant failed to participate in the move-out inspection despite setting a time for the inspection with the tenant. The landlord proceeded to complete the move-out inspection report without the tenant present.

The landlord is seeking compensation of \$1,674.32 from the tenant due to the following circumstances:

- The tenant left the rental unit very dirty;
- The tenant left garbage at the property;
- The tenant had changed the locks and did not leave keys;
- The tenant had painted the walls brown.

The landlord's monetary claim includes the cost to replace the deadbolt; remove garbage; clean the unit; and, apply an extra coat of paint in order to change the wall colour back to its original colour.

The landlord provided a copy of the condition inspection report; purchase orders; invoices; and, maintenance request forms in support of the claims against the tenant.

Analysis

Under the Act, a tenant is required to leave a rental unit vacant, undamaged and reasonably clean. The tenant is also required to return all keys or means of access to the property to the landlord at the end of the tenancy. Based upon the evidence presented to me, I am satisfied the tenant violated the above requirements by leaving the unit very dirty, leaving garbage behind, painting the walls a darker colour and not returning the wall colour to its original colour or at least priming the walls; and, not returning all keys to the landlord. Consequently, the tenant is responsible for compensating the landlord for losses associated to the tenant's violations.

Upon review of the landlord's evidence, I find the landlord has substantiated the amounts claimed against the tenant and I grant the landlord's request to recover \$1,674.32 from the tenant. I further award the \$50.00 filing fee to the landlord.

I authorize the landlord to retain the security deposit and interest of \$362.31 in partial satisfaction of the claims against the tenant. Accordingly, I provide the landlord with a Monetary Order in the net amount of \$1,362.01 [$\$1,674.32 + \$50.00 - \362.31] to serve and enforce as necessary.

Conclusion

The landlord has been authorized to retain the tenant's security deposit and interest in partial satisfaction of the landlord's claims against the tenant. The landlord has been

provided a Monetary Order for the remaining balance owing of \$1,362.01 to serve upon the tenant and enforce as necessary.

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: September 17, 2013

Residential Tenancy Branch

