



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Hollyburn Estates Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNDC, MND, MNSD, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss; for a monetary Order for damage; to keep all or part of the security deposit; and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that on May 08, 2014 the Application for Dispute Resolution and the Notice of Hearing were sent to the Tenant, via registered mail, at the forwarding address the Tenant provided on May 03, 2014. The Landlord submitted a Canada Post receipt that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Tenant did not appear at the hearing.

On August 13, 2014 the Landlord submitted numerous documents to the Residential Tenancy Branch, which the Landlord wishes to rely upon as evidence. The Agent for the Landlord stated that these documents were served to the Tenant by registered mail on August 13, 2014. The Landlord submitted a Canada Post receipt that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 88 of the *Act* and they were accepted as evidence for these proceedings.

Issue(s) to be Decided

Is the Landlord entitled to compensation for damage and to retain all or part of the security deposit?

Background and Evidence

The Agent for the Landlord stated that this tenancy began on March 01, 2011 and ended on April 30, 2014. She stated that the Tenant paid a security deposit of \$750.00.

The Agent for the Landlord stated that a condition inspection report was completed at the beginning of this tenancy, a copy of which was submitted in evidence.

The Agent for the Landlord stated that a condition inspection report was completed on May 03, 2014, a copy of which was submitted in evidence. The Tenant has indicated that she does not agree with the content of this report.

The Landlord has claimed \$165.75 for cleaning the drapes. The Agent for the Landlord stated that the drapes were dirty and had an odour at the end of the tenancy. The Landlord submitted a receipt to show that it paid \$107.10 for cleaning the drapes.

The Landlord has claimed \$106.50 for cleaning the carpet. The Agent for the Landlord stated that the carpet had food and sand particles in it at the end of the tenancy, and had not been professionally cleaned. The Landlord submitted a receipt to show that it paid \$106.50 for cleaning the carpet.

The Landlord has claimed \$100.00 for repairing a burn in the carpet. The Agent for the Landlord stated that the carpet was burned in one location during the tenancy. The Landlord submitted photographs of the burn. The Landlord submitted an invoice to show that it was charged \$100.00 to repair the carpet.

The Landlord has claimed \$25.25 for repairing a burn in the carpet. The Agent for the Landlord stated that the door was damaged during the tenancy. The Landlord submitted photographs of the damaged door. The Agent for the Landlord stated that it took two employees approximately ½ hour to repair the door.

Analysis

On the basis of the testimony of the Agent for the Landlord and in the absence of evidence to the contrary, I find that the Tenant failed to comply with section 37(2) of the *Act* when she failed to leave the drapes and the carpet in reasonably clean condition at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for the \$213.20 that the Landlord paid to clean these items.

On the basis of the testimony of the Agent for the Landlord and in the absence of evidence to the contrary, I find that the Tenant failed to comply with section 37(2) of the *Act* when she failed to repair the carpet that was burned during the tenancy. I therefore find that the Landlord is entitled to compensation for the \$100.00 it was charged to repair the carpet.

On the basis of the testimony of the Agent for the Landlord and in the absence of evidence to the contrary, I find that the Tenant failed to comply with section 37(2) of the *Act* when she failed to repair the door that was damaged during the tenancy. I therefore find that the Landlord is entitled to compensation for the ½ hour it took two employees to repair the door, in the amount of \$25.25.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of \$388.45, which is comprised of \$338.45 in damage and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to retain this amount from the Tenant's security deposit of \$750.00.

Based on these determinations I grant the Tenant a monetary Order for the remainder of the security deposit, which is \$361.55. In the event that the Landlord does not comply with this Order, it may be served on the Landlord, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

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 09, 2014

Residential Tenancy Branch

