



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MDSD & FF

Introduction

A hearing was conducted by conference call in the presence of a representative of the applicant and in the absence of the respondent although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

The Residential Tenancy Act permits a party to serve another by mailing, by registered mail to where the tenants reside or to the forwarding address provided by the tenants. The Supreme Court of British Columbia has held that a party cannot avoid service by refusing to pick up their registered mail. I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the Tenants by mailing on March 13, 2015, by registered mail to the forwarding address provided by the tenants. I determined there was sufficient service despite the fact the documents were returned. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided:

The issues to be decided are as follows:

- a. Whether the landlord is entitled to A Monetary Order and if so how much?
- b. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?

c. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a month to month written tenancy agreement that provided that the tenancy would start on February 1, 2012. The rent is \$925 per month payable in advance on the first day of each month. The tenant's security deposit of \$462.50 was transferred from another unit.

The tenants vacated the rental unit on February 28, 2015 and refused to do a move out inspection. At the time they vacated they left a note providing their forwarding address and stating that they were sorry but didn't have time to clean.

Analysis

Analysis - Monetary Order and Cost of Filing fee:

I determined the landlord has established a claim against the tenants in the sum of \$505 for the failure to sufficiently clean the rental unit and damages. I accept the evidence of the building manager that he spent 10 hours cleaning at \$18 per hour plus making the following repairs:

- Replace missing curtains at patio door (\$60)
- Replaced damaged exhaust hood fan (\$100)
- Primed and painted bedroom (\$125)
- Repaired burn in vinyl decking (\$40).

I granted the landlord a monetary order in the sum of \$505 plus the sum of \$50 in respect of the filing fee for a total of \$555.

Security Deposit:

I determined the security deposit plus interest totals the sum of \$422.50. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$92.50.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: August 10, 2015

Residential Tenancy Branch

