



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding East Kootenay Realty Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND MNR MNSD MNDC FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlord, a witness for the landlord and the tenant participated in the teleconference hearing.

At the outset of the hearing, the tenant stated that she did not receive the landlord's evidence. A witness for the landlord testified that she prepared two identical evidence packages, one for the Branch and one for the tenant. The tenant did not have any witness or other supporting evidence to establish what documents she did or did not receive. The tenant then confirmed that she did have one of the documents in the that she previously stated she did not receive. I found it more likely than not that the tenant had been served with the landlord's full evidence package, and I admitted the landlord's evidence. The tenant gave testimony in reply to the landlord's claim.

Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on July 18, 2011. On that date the landlord and the tenant carried out a move-in inspection and completed a condition inspection report. At the outset of the tenancy, the tenant paid the landlord a security deposit of \$475.00 and a pet deposit of \$475.00.

The tenancy ended in July 2015. At that time, the monthly rent was \$970.00. The landlord stated that the tenant did not pay rent for July 2015, and she left the rental unit dirty and significantly damaged. The landlord stated that they entered the rental property on July 19, 2015 to do a showing, and the unit appeared abandoned. The landlord submitted that they made attempts to contact the tenant to do a move-out inspection but the tenant did not respond.

The landlord stated that there was new flooring in the unit when the tenancy began, and at the end of the tenancy the flooring was damaged by cigarette burns and stains. The landlord's photographs show this damage, as well as chips, marks and stains on several walls, extremely dirty areas of the unit and a dirty and damaged oven. The landlord stated that there was a strong odour of pet urine in the third bedroom, and they did ozone treatments in the room many times but could not eliminate the smell.

In addition to July 2015 rent of \$970.00, the landlord has claimed compensation of \$6,084.91 for cleaning and repairs.

The tenant acknowledged that she did not pay rent for July 2015. The tenant stated that the rental unit was a smoking unit, but she only smoked in the back bathroom. The tenant stated that she was intending to move and was putting things in storage. The tenant said that she returned to the unit on July 15 or 16, 2015, and a man and woman were present in the unit. The tenant stated that they told her to get out. The tenant could not confirm the date that this occurred or who the people were.

Analysis

Upon consideration of the evidence and on a balance of probabilities, I find that the landlord is entitled to their claim in its entirety. The tenant acknowledged that she did not pay July 2015 rent. The landlord's evidence shows clear damage that did not exist at the outset of the tenancy. The tenant did not provide sufficient clear evidence to dispute the landlord's claim.

As the landlord's application was successful, they are also entitled to recovery of the \$100.00 filing fee for the cost of this application.

Conclusion

The landlord is entitled to \$7,154.91. I order that the landlord retain the security and pet deposits of \$950.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$6,204.91. This order may be filed in the 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: November 4, 2016

Residential Tenancy Branch



Residential Tenancy Branch

RTB-136