



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Proline Management LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MND, MNSD, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for the cost of cleaning, painting, lock replacement and the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his claim.

The landlord sent a copy of his application and the notice of hearing to the tenant by registered mail on April 30, 2020, to the forwarding address provided by the tenant. The landlord provided a tracking number. Despite having been served 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

Is the landlord entitled to a monetary order and to retain the security deposit?

Background and Evidence

The landlord testified that the tenancy started on January 01, 2019. The monthly rent at the end of tenancy was \$1,744.20 payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$850.00.

The landlord submitted that at a prior hearing on March 16, 2020, he was granted an order of possession effective 2 days after service on the tenant. The landlord agreed to allow the tenant to stay until March 31, 2020. On March 27, 2020, the landlord posted a notice to enter the unit on March 31, 2020. When the landlord visited the unit on March 31, 2020, he found that the tenant had moved out and had left the door of the unit unlocked. The tenant was given two sets of keys and he left one set on the kitchen countertop. The landlord stated that for security purposes, he had the locks rekeyed and is claiming the cost of doing so.

The landlord gave the tenant two opportunities to participate in a move out inspection and the tenant proposed a date of April 15, 2020. Due to the Pandemic and the suggested recommendation of social distancing, the landlord conducted the inspection on his own and sent the report along with photographs to the tenant.

The landlord stated that the unit needed cleaning and the walls were damaged. The landlord filed photographs and invoices to support his monetary claim.

The landlord is claiming the following:

1.	Rekeying the unit	\$124.61
2.	General and carpet cleaning	\$525.00
3.	Replace garage door fob	\$60.00
4.	Painting	\$246.75
5.	Filing fee	\$100.00
	Total	\$1,056.36

Analysis

Based on the undisputed testimony of the landlord and the inspection report, photographs and invoices filed into evidence, I find that the landlord has proven his monetary claim. Since the landlord has proven his claim, he is entitled to the filing fee.

The landlord has established a claim of \$1,056.36. I order that the landlord retain the security deposit of \$850.00 in satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$206.36. 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 for the amount of **\$206.36**.

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: July 16, 2020