



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MNDC, 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; to keep all or part of the security deposit; and to recover the fee for filing this Application for Dispute Resolution.

The male Agent for the Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the Tenant via registered mail at the address noted on the Application, on May 13, 2010. The female Agent for the Landlord stated that the service address was provided by the Tenant at the end of the tenancy. The male Agent for the Landlord cited a Canada Post tracking number to corroborate his statement that the documents were sent by registered mail. These documents are deemed to have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Tenant did not appear at the hearing.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to compensation for damages to the rental unit; to retain all or part of the security deposit paid by the Tenant; and to recover the filing fee for the cost of this Application for Dispute Resolution.

Background and Evidence

The Landlord submitted a tenancy agreement that show this tenancy began on February 01, 2005. The male Agent for the Landlord stated that the Tenant paid a security deposit of \$225.00 sometime in January of 2005. The male Agent for the Landlord stated that the tenancy ended on April 30, 2010.

The female Agent for the Landlord stated that a Condition Inspection Report was initiated at the beginning of the tenancy and was signed by the Tenant. She stated that the Condition Inspection Report was completed at the end of the tenancy, on April 30, 2010, in the absence of the Tenant. She stated that she attempted to schedule an appointment with the Tenant at the end of the tenancy by telephone but was

unsuccessful, so she provided him with written notice of the inspection on April 22, 2010. A copy of the Condition Inspection Report was submitted in evidence.

The Landlord is claiming \$73.50 for cleaning the carpets, \$262.50 for cleaning the rental unit, and \$21.50 for disposing of property left in the rental unit. The Landlord submitted a receipt to show that these expenses had been incurred. The Landlord submitted photographs that establish the rental unit needed cleaning, that the carpets needed cleaning, and that property was left in the rental unit. The Condition Inspection Report shows that the rental unit needed cleaning.

The Landlord is claiming \$160.00 for repairing holes in several walls. The Landlord submitted a receipt to show that it paid \$160.00 in wages to repair the walls, exclusive of the cost of painting the walls. The Condition Inspection Report shows that numerous walls in the unit needed to be repaired.

The Landlord is claiming \$80.00 for repairing two holes in two doors. The Landlord submitted receipts to show that it paid \$80.00 in wages to repair the doors, including the cost of painting the doors. The Condition Inspection Report shows that two doors needed repair and the Landlord submitted photographs of two damaged doors.

The Landlord is claiming \$80.00 for repairing a variety of minor items in the rental unit, including a smoke detector that had been pulled from the ceiling; a towel bar that had been pulled from the wall; a missing shower head; two missing blinds; and a damaged kitchen drawer. The female Agent for the Landlord stated that she did not record all of the damages on the Condition Inspection Report because there was insufficient room on that report. She stated that she did document the need for these a maintenance request that she completed on May 01, 2010, which was submitted in evidence. The Landlord submitted a receipt to show that it paid \$80.00 in wages to repair these items.

The Landlord is claiming \$138.09 for supplies needed to repair damage to the rental unit, including a new smoke detector, a towel bar, a shower head, two sets of blinds, and paint for the door. The Landlord submitted receipts to show that it paid \$138.09 for supplies.

Analysis

Based on the evidence provided by 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 he failed to leave the rental unit in reasonably clean condition at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*, which in these circumstances is \$357.50 for cleaning costs.

Based on the evidence provided by 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 he failed to repair damage to the walls in the rental unit. I therefore find that the Landlord

is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*, which in these circumstances is \$160.00 for the wages paid for repairing the walls.

Based on the evidence provided by 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 he failed to repair damage to two doors. I therefore find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*, which in these circumstances is \$80.00 for the wages paid for repairing the doors.

Based on the evidence provided by 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 he failed to repair damage to a smoke alarm, a towel bar, a shower head, two sets of blinds, and a kitchen drawer. I therefore find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*, which in these circumstances is \$80.00 for the wages paid for repairing the items and \$138.09 for a variety of supplies.

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

Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$865.59, which is comprised on \$815.59 in damages and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. I hereby authorize the Landlord to retain the Tenant's security deposit of \$225.00 plus interest of \$7.95, in partial satisfaction of this monetary claim. As the Landlord did not know when in January the security deposit was paid, interest has been calculated from January 01, 2005.

Based on these determinations I grant the Landlord a monetary Order for the amount \$632.64. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, 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 27, 2010.

Dispute Resolution Officer