



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MNDC, MNSD

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 and to retain all or part of the security deposit.

The female 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 July 07, 2010. Canada Post documentation was submitted that indicates that the Tenant signed for these packages. These documents are deemed to have been served in accordance with section 89 of the *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 retain all or part of the security deposit paid by the Tenant in compensation for damages to the rental unit.

Background and Evidence

The female Agent for the Landlord stated that this tenancy began on March 01, 2009; that the Tenant was required to pay monthly rent of \$1,205.00 during the latter portion of the tenancy; that rent was due on the first day of each month; that the Tenant paid a security deposit of \$575.00; and that the tenancy ended on June 30, 2010.

The Landlord submitted a copy of a Condition Inspection Report that was initiated near the beginning of the tenancy, on February 24, 2009, in the presence of the Tenant and was completed on June 30, 2010, in the absence of the Tenant. The Agent for the Landlord stated that the final inspection was scheduled for June 30, 2010 however the Tenant did not attend the inspection at the scheduled time. The Agent for the Landlord stated that she telephoned the Tenant on June 30, 2010 and left a message to meet at a later time on June 30, 2010, however the Tenant did not attend the inspection at the second scheduled time. She stated that she confirmed both of the scheduled

appointments by email and she posted a notice of the second inspection on the door of the rental unit on June 30, 2010.

The Landlord is seeking compensation, in the amount of \$30.00, for replacing a living room light. The female Agent for the Landlord stated that there was a track lighting in the living room at the beginning of the tenancy and that it had been replaced with a dome light at the end of the tenancy. The Landlord submitted a receipt to show that the Landlord paid \$28.92 for a replacement light.

The Landlord is seeking compensation, in the amount of \$65.00, for replacing a bathroom medicine cabinet. The female Agent for the Landlord stated that there was a medicine cabinet in the bathroom at the beginning of the tenancy that was missing at the end of the tenancy. The Landlord submitted a photograph of the former location of the cabinet. The Landlord submitted a receipt to show that the Landlord paid \$51.71 for a replacement cabinet.

The Landlord is seeking compensation, in the amount of \$60.00, for replacing a water pressure valve for the washing machine. The female Agent for the Landlord stated that there was a pressure valve in the rental unit at the beginning of the tenancy that was missing at the end of the tenancy. The Landlord submitted a receipt to show that the Landlord paid \$45.67 for a replacement valve.

The Landlord is seeking compensation, in the amount of \$120.00, for replacing missing bi-fold doors. The female Agent for the Landlord stated that the bedroom had closet doors at the beginning of the tenancy that were missing at the end of the tenancy. The Landlord submitted a photograph of the former location of the doors. The Landlord submitted a receipt to show that the Landlord paid \$180.81 for the doors, which includes tax and delivery.

The Landlord is seeking compensation, in the amount of \$170.00, for cleaning the blinds in the rental unit. The female Agent for the Landlord stated that the blinds were new at the beginning of the tenancy and they were dirty at the end of the tenancy. The Condition Inspection Report indicates that the blinds required cleaning. The Landlord submitted a receipt to show that the Landlord paid \$201.60 to clean the blinds.

The Landlord is seeking compensation, in the amount of \$80.00, for cleaning the carpets in the rental unit. The female Agent for the Landlord stated that the carpets were clean at the beginning of the tenancy and they were dirty at the end of the tenancy. The Condition Inspection Report indicates that the carpets required cleaning. The Landlord submitted photographs to show that the carpets required cleaning. The Landlord submitted a receipt to show that the Landlord paid \$112.00 to clean the carpets.

Analysis

On the basis of the information provided by the Landlord and in the absence of evidence to the contrary, I find that the light in living room had been replaced during this tenancy. I find that the Tenant failed to comply with section 37(2) of the *Act* when he failed to leave the rental unit in the same condition that it was in at the beginning of the tenancy. While a Tenant has a right to change a fixture if he wishes during the tenancy, he has an obligation to restore the rental unit to its original condition, if possible. 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 \$28.92 for replacing the living room light.

On the basis of the information provided by the Landlord and in the absence of evidence to the contrary, I find that a medicine cabinet was in the bathroom at the beginning of the tenancy and that it was missing at the end of the tenancy. I find that the Tenant failed to comply with section 37(2) of the *Act* when he failed to leave the rental unit in the same condition that it was in at the beginning 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 \$51.71 for replacing the medicine cabinet.

On the basis of the information provided by the Landlord and in the absence of evidence to the contrary, I find that there was a water pressure valve for a washing machine in the rental unit at the beginning of the tenancy that was missing at the end of the tenancy. I find that the Tenant failed to comply with section 37(2) of the *Act* when he failed to leave the rental unit in the same condition that it was in at the beginning 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 \$45.67 for replacing the valve.

On the basis of the information provided by the Landlord and in the absence of evidence to the contrary, I find that there were closet doors in the bedroom at the beginning of the tenancy that were missing at the end of the tenancy. I find that the Tenant failed to comply with section 37(2) of the *Act* when he failed to leave the rental unit in the same condition that it was in at the beginning 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 \$180.81 for replacing the doors.

On the basis of the information provided by the Landlord and in the absence of evidence to the contrary, I find that the blinds were clean at the beginning of the tenancy and they required cleaning at the end of the tenancy. 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. 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 \$201.60 for cleaning the blinds.

On the basis of the information provided by the Landlord and in the absence of evidence to the contrary, I find that the carpets were clean at the beginning of the tenancy and they required cleaning at the end of the tenancy. 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. 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 \$112.00 for cleaning the carpets.

Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$620.71, in compensation for cleaning the rental unit and repairing damage to the rental unit.

I authorize the Landlord to retain the security deposit of \$575.00 in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$45.71. 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: November 18, 2010.

Dispute Resolution Officer