



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      Tenant   MNSD, FF  
                                 Landlord   MND, MNSD, FF

### Introduction

This hearing dealt with cross applications for Dispute Resolution filed by both the Landlord and the Tenant.

The Landlord filed seeking a monetary order for compensation for damage to the unit, site or property, to retain the Tenant's security deposit and to recover the filing fee for this proceeding.

The Tenants filed for the return of their security deposit and to recover the filing fee for this proceeding.

Service of the hearing documents by the Landlord to the Tenant were done by registered mail on October 25, 2010, in accordance with section 89 of the Act.

Service of the hearing documents by the Tenant to the Landlord were done by registered mail and were received by the Landlord on November 2, 2010, in accordance with section 89 of the Act.

The Landlord confirmed that he received the Tenant's hearing packages.

The hearing started at 11:30 a.m. as scheduled, however by 11:40 a.m. the Tenant had not dialled into the conference call and the hearing started in the Tenant's absences. The Tenant did not attend the hearing. In the absence of any evidence from the Tenant to support her application, the application is dismissed without leave to reapply.

### Issues to be Decided

Landlord:

1. Are there damages to the unit, site or property and if so, how much?
2. Is the Landlord entitled to compensation for damages and if so how much?
3. Is the Landlord entitled to retain the Tenant's deposits?

### Background and Evidence

This tenancy started on March 20, 2010 as a fixed term tenancy with an expiry date of March 31, 2011. Rent was \$990.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$495.00 and a pet deposit of \$495.00 on March 18, 2010. In addition the Tenant paid a key and gate key deposit of \$75.00. The tenancy ended on September 30, 2010 as a result of the Landlord issuing a 1 Month Notice to End Tenancy for Cause with an effective vacancy date of September 30, 2010.

The Landlord said he provided a signed move in condition inspection report in the evidence package and he make two walk through move out condition inspections with the Tenant first on September 30, 2010 and then on October 8, 2010. The Landlord said the Tenant refused to sign the move out condition inspection report, but he did complete it and he said he gave the Tenant a copy of the report. He said the report was not signed or dated. The Landlord continued to say that the Tenant gave him her forwarding address on October 8, 2010 and he wrote it on the move out condition inspection report.

The Landlord said the Tenant did not clean the unit when she vacated and there was damage to the unit from her dogs and as a result of the Tenant packing her scooter in the rental unit. The Landlord continued to say that the unit had been completely renovated in August, 2009 and the Tenant was the first tenant in the unit after the renovations were completed. The Landlord provided a witness H.M. who was the contractor for the renovations. The Landlord also proved the invoice for the renovations done in August, 2009. The Landlord included photographs in the evidence package showing damage caused by the dogs chewing and scratching the carpet, baseboards and portions of the walls. In addition the Landlord said the Tenant parked her scooter on the lino floor in the kitchen and as a result the lino is stained and damaged.

The Landlord provided an invoice from the contractor H.M. to clean and repair the unit so that it can be rented again. The Landlord said the unit has not been rented since the Tenant moved out and he has not done the clean up or repairs. The quote to clean and repair the unit is for \$1,556.80. The Landlord said the quote includes \$450.00, for normal painting costs which occurs at the end of most tenancy. He is not including the \$450.00 for painting in his claim against the Tenant. Consequently the Landlord said he is seeking  $\$1,556.80 - \$450.00 = \$1,106.80$  from the Tenant to clean and repair the damage to the rental unit.

The Landlord said he is also seeking the recovery of the \$50.00 filing fee for this proceeding.

Analysis

After careful consideration of the evidence I have determined the Landlord has complied with section 23 and section 35 of the Act with regard to move in and move out condition inspections. As well the Landlord made his application within 15 days of the end of the tenancy and receiving the Tenant's forwarding address in writing therefore; I find the Landlord has complied with the Act and is entitled to make a claim against the Tenant's security, pet and key deposits.

Section 37 of the Act says when a tenant vacates a rental unit the tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear.

From the Landlord testimony and the photographs in the evidence package I find the damaged to the carpets, baseboards and wall from the dogs is not reasonable wear and tear and the Tenant did not leave the rental unit in a reasonably clean condition therefore; I find for the Landlord and award his claim of \$1,106.80 to repair and clean the unit. I order the Landlord to retain the Tenant's pet deposit of \$495.00, the security deposit of \$495.00 and the key deposit of \$75.00 as partial payment for the damages.

In addition as the Landlord was successful in this matter I further order the Landlord to recover the filing fee of \$50.00 for this proceeding from the Tenant. Pursuant to section 38, 67 and 72 a monetary order as follows will be issued to the Landlord.

Cleaning and repairs	\$1,106.80	
Recover filing fee	<u>\$ 50.00</u>	
Sub total		<u>\$1,156.80</u>
Less Security deposit	\$ 495.00	
Pet deposit	\$ 495.00	
Key deposit	<u>\$ 75.00</u>	
Sub total		<u>\$1,065.00</u>
Balance owing		<u>\$ 91.80</u>

Conclusion

I find in favour of the Landlord's monetary claim. Pursuant to sections 38 and 67 of the Act, I order the Landlord to retain the Tenant's security deposit, pet deposit and key deposit and I grant a Monetary Order for \$91.80 to the Landlord. The order must be served on the Tenant and is enforceable through the Provincial Court of British Columbia (small claims court) as an order of that court.

The Tenant's application is dismissed without leave to reapply.

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*.

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Residential Tenancy Branch