



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

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

The Agent for the Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the female Tenant via registered mail at the service address noted on the Application, on July 18, 2011. The Landlord submitted Canada Post Documentation that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served to the female Tenant in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the female Tenant did not appear at the hearing.

The Agent for the Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the male Tenant via registered mail at the service address noted on the Application, on July 18, 2011. The Landlord submitted Canada Post Documentation that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served to the male Tenant in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the male 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 damage 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 Agent for the Landlord stated that this tenancy began on June 01, 2008; that the Tenant paid a security deposit of \$425.00 on May 06, 2008; and that the tenancy ended on July 02, 2011.

The Landlord submitted a copy of a condition inspection report that was completed at the beginning and the end of this tenancy, which was signed on both occasions by the male Tenant.

The Landlord is seeking compensation, in the amount of \$100.79, for cleaning the carpet. The Landlord submitted a copy of a document in which the Tenant agreed to allow the Landlord to deduct \$89.98 from the Tenant's security deposit for carpet cleaning. The Condition Inspection Report notes that cleaning in the rental unit is required, although it does not specifically note that cleaning of the carpet was required. There is a reference on the Condition Inspection Report regarding the price of cleaning the carpet. The Landlord submitted a copy of a receipt to show that the Landlord paid \$100.79 to clean the carpet.

The Landlord is seeking compensation, in the amount of \$35.00, for cleaning the blinds. The Landlord submitted a copy of a document in which the Tenant agreed to allow the Landlord to deduct \$35.00 from the Tenant's security deposit for cleaning the blinds. The Condition Inspection Report notes that cleaning in the rental unit is required, although it does not specifically note that cleaning of the blinds was required. There is a reference on the Condition Inspection Report regarding the price of cleaning the blinds. The Landlord submitted a copy of a receipt to show that this expense was incurred.

The Landlord is seeking compensation, in the amount of \$120.00, for cleaning the rental unit. The Landlord submitted a copy of a document in which the Tenant agreed to allow the Landlord to deduct \$120.00 for cleaning. The Condition Inspection Report notes that cleaning in the rental unit is required. The Landlord submitted a copy of a receipt to show that this expense was incurred.

The Landlord is seeking compensation, in the amount of \$336.00, for painting the rental unit. The Landlord submitted a copy of a document in which the Tenant agreed to allow the Landlord to deduct \$325.00 for painting. There is a reference on the Condition Inspection Report regarding the price of painting the rental unit. The Landlord submitted a copy of a receipt to show that the Landlord paid \$336.00 to paint.

The Landlord is seeking compensation, in the amount of \$89.60, for drywall repairs. The Landlord submitted a copy of a document in which the Tenant agreed to allow the Landlord to deduct \$75.00 for drywall repairs. There is a reference on the Condition Inspection Report regarding the price of drywall repairs. The Landlord submitted a copy of a receipt to show that that the Landlord paid \$89.60 for drywall repairs.

The Landlord is seeking compensation, in the amount of \$125.00, for replacing two closet doors and a bedroom door. The Landlord submitted a copy of a document in which the Tenant agreed to allow the Landlord to deduct \$125.00 for these repairs. There is a reference on the Condition Inspection Report regarding the price of fixing the doors.

### Analysis

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the failed to comply with section 37(2) of the *Act* when they 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 \$100.79 for cleaning the carpet; \$35.00 for cleaning the blinds; and \$120.00 for general cleaning.

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the failed to comply with section 37(2) of the *Act* when they failed to repair the damage in the rental unit, specifically the damage to the walls and 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 \$336.00 for painting, \$89.60 for drywall repairs, and \$125.00 for repairing the doors.

In reaching the conclusion that these areas need cleaning or repair, I was heavily influenced by the document in which the Tenant agreed to pay for the repairs/cleaning. Where there is a discrepancy between the amount claimed and the amount the Tenant agreed to pay, I find that the Landlord provided sufficient evidence to show that the increased amount had been paid by the Landlord.

I find that the Landlord's 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.

### Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$856.39, which is comprised of \$255.79 for cleaning, \$550.60 for repairs, and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. I authorize the Landlord to retain the Tenant's security deposit of \$425.00 in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$431.39. 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: October 19, 2011.

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Residential Tenancy Branch