



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order for compensation for damage to the rental unit, and an order to recover the filing fee for the Application.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all evidence provided which complied with the rules of procedure, although I only describe relevant evidence in this Decision.

Preliminary Matter

I note the parties have been to dispute resolution earlier and the Tenant was awarded return of double her security deposit. Therefore, the issue of the security deposit has been previously dealt with.

Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenant?

Background and Evidence

The Tenant moved into the rental unit with another renter under a joint tenancy agreement, and the tenancy commenced on December 1, 2011. This was a month to month tenancy and the rent was \$900.00, payable on the first day of the month. The Tenant and the other renter paid the Landlord a security deposit of \$225.00 each to the Landlord. There was no incoming condition inspection report performed by the Landlord.

During the first month of the tenancy the Tenant and the other renter had a falling out. On December 21, 2011, the Tenant gave the Landlord a one month Notice to End Tenancy with an effective end date of January 31, 2012.

The Landlord is claiming that the Tenant failed to clean the rental unit and failed to make repairs to it prior to vacating the rental unit.

The Landlord claims the Tenant left behind furniture and other personal property at the rental unit. The Agent for the Landlord testified that the rental unit had furniture in it when the Tenants moved in and an oral agreement was made that the Tenant would remove the furniture when they vacated. The Landlord claims \$133.00 for the removal of these items.

The Tenant denies that she was to remove this furniture. The Tenant stated that the alleged oral agreement was made only with the other renter. The Tenant alleges she moved out all her furniture on January 3, 2012, and returned her keys at that time.

The Landlord claims that the police told the Landlord to replace the dead bolt and keys at the rental unit and give the Tenant a new copy of the key. The Landlord claims \$71.52 for this. The Landlord also claims the Tenant changed the door lock on her bedroom door in the rental unit and this had to be replaced, as well as a mail box lock. An invoice provided shows \$20.00 for the doorknob and \$14.65 for a mailbox lock. There were no submissions made with regard to the mailbox lock. The Landlord also claims \$50.00 for repairs to the bedroom door knob, a bifold door, and for installing new venetian blinds.

The Tenant replied she had permission to change the door lock on her bedroom in the rental unit from the onsite caretaker.

The Landlord claims \$55.97 to repair the venetian blinds in the rental unit. The Tenant denies she damaged these.

The Landlord claims \$30.00 for cleaning the rental unit and \$168.00 for carpet cleaning.

The Tenant alleges that when she vacated the rental unit her bedroom was clean, but the other renter stayed in the rental unit till the end of January 31, 2012, and therefore, the cleaning is the responsibility of the other renter. The Tenant testified she offered to come back and do the cleaning.

In support of the claims the Landlord has provided invoices and receipts. I note the Landlord also provided photographs in evidence, however, these were faxed to the branch and are not sufficiently legible to be of much use.

Analysis

Based on the above, the evidence and testimony, and on a balance of probabilities, I find as follows.

In a claim for damage or loss under the Act or tenancy agreement, the Applicant making the claim, here the Landlord, must provide evidence sufficient to prove:

1. That the damage or loss exists;
2. That the damage or loss occurred due to the action or neglect of the respondent in breach of the Act or tenancy agreement;
3. Verification that the amount claimed for the damage or loss is the actual amount required for compensation; and
4. That the Applicant mitigated, or minimized, the loss or damage in accordance with section 7 of the Act.

In this case the Landlord has provided no evidence of the condition of the rental unit prior to this tenancy starting. Therefore, it is difficult for the Landlord to prove that the damages claimed occurred due to a breach of the Act or Tenancy Agreement by the Tenant and were not already present.

However, the Tenant agrees that she changed the doorknob in her rental unit and pursuant to section 37 of the Act, I find the Tenant failed to return the door to the Landlord undamaged. Even if the Tenant had permission to change the doorknob, she was under a duty to return the door to the condition it was in at the start of the tenancy. Therefore, I award the Landlord \$20.00 for the doorknob and \$10.00 for installation.

I dismiss the other claims of the Landlord, as I find there was insufficient evidence to prove that the alleged damage or losses exists, or that the alleged damages or losses were due to the Tenant breaching the Act or tenancy agreement. As stated above, without an incoming condition inspection report it is difficult for the Landlord to establish what the condition of the rental unit was before the tenancy and to prove that any damage or loss occurred during the tenancy.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

I find that the Landlord has established a total monetary claim of **\$40.00** comprised of \$30.00 for the doorknob and the \$10.00 towards the filing fee for the Application. Due to the limited success of the Landlord I have reduced the amount returned for the filing fee for the Application.

The monetary order must be served on the Tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The Landlord had insufficient evidence to prove many of the claims made. However, the Landlord is awarded \$40.00 for damage to a door and a portion of the filing fee for the Application.

This decision is final and binding on the parties, except as otherwise provided under the Act and 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: June 08, 2012.

Residential Tenancy Branch