



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, MNSD, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damage to the unit - Section 67;
2. A Monetary Order for compensation— Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not attend the Hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy began on December 1, 2011 and ended on May 31, 2012. Rent of \$916.00 was payable and at the onset of the tenancy the Landlord collected a security deposit of \$447.50. The Parties mutually conducted both a move-in and move-out condition inspection and the Tenant provided its forwarding address on the move-out inspection report. The Tenant left the unit unclean and with damages and the Landlord claims as follows:

- \$123.48 for repairs to damages caused by the Tenant to the unit;

- \$94.08 for cost of cleaning the carpet that the Tenant failed to do at move-out;
- \$250.00 for the cost of cleaning the unit that the Tenant left unclean at move-out;
- \$532.00 for repairs following a flood caused by the Tenant's use of the toilet;
- \$448.00 for replacement of a microwave that was damaged by the Tenant during the tenancy. It is noted that this amount was not included in the application for dispute resolution and the Landlord requested this cost be included as it was included as an estimate within one of the invoices and the replacement was carried out on June 21, 2012.

The Landlord withdraws the claim of \$50.00 included in the cleaning invoice.

Analysis

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the unit reasonably clean and undamaged except for reasonable wear and tear. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party, that reasonable steps were taken by the claiming party to minimize or mitigate the costs claimed, and that costs for the damage or loss have been incurred or established. Based on the undisputed evidence of the Landlord, I find that the Tenant failed to leave the unit reasonably clean and undamaged and that the Landlord is therefore entitled to reimbursement of **\$999.56** for the costs for repairs (\$123.48), the cost of carpet cleaning (\$94.08), the cost of cleaning the unit (\$250.00), and the cost of flood repairs (\$532.00).

The principles of natural justice require that a party know the full extent of a claim being made against that party. As the Landlord did not include the cost claimed for the microwave in the monetary amount contained in the application and considering that the Tenant therefore does not have knowledge of this claimed amount of \$448.00, I dismiss this claim with leave to reapply.

As the Landlord has been substantially successful with its claim, I find that the Landlord is entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$1,049.56** (\$999.56 + 50.00). Setting the security deposit of \$447.50 plus zero interest off this entitlement leaves **\$602.06** owing by the Tenant to the Landlord.

Conclusion

I order that the Landlord retain the **deposit** and interest of \$447.50 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$602.06**. If necessary, this order may be filed in the 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: August 21, 2012.

Residential Tenancy Branch