



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MND MNSD FF O

### Introduction

This hearing dealt with a landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") for a monetary order for damage to the unit, site or property, to keep all or part of the security deposit, to recover the filing fee and "other", although details of "other" were not provided in the application.

The landlord attended the teleconference hearing and gave affirmed testimony. During the hearing the landlord was given the opportunity to provide her evidence orally. A summary of the testimony is provided below and includes only that which is relevant to the hearing.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice") was considered. The landlord provided affirmed testimony that the Notice was served on the tenant by registered mail on August 8, 2012 to the forwarding address provided by the tenant on July 18, 2012. Based on the undisputed testimony of the landlord, I find the tenant was duly served on the fifth day after mailing the registered mail package, in accordance with the Act. All relevant evidence has been considered in this Decision.

### Preliminary Matter

The landlord requested to amend her monetary claim by reducing the amount being claimed for painting the rental unit from \$300.00 to \$100.00. As a result, the landlord's request was granted as the amended claim does not prejudice the tenant. The new total for the monetary claim is reduced from \$739.00 to \$539.00 as a result.

### Issues to be Decided

- Is the landlord entitled to a monetary order for damage to the unit, site or property?
- Is the landlord entitled to retain all or part of the security deposit?

### Background and Evidence

The landlord testified that a fixed term tenancy began on September 15, 2008, and reverted to a month to month tenancy after seven months. Monthly rent in the amount of \$1,000.00 was due on the first day of each month, and 1/3 of utilities which included cable, internet, hydro and gas, was also due on the first day of the month. The landlord testified that within a few months of the tenancy start date, the tenant requested to pay \$125.00 per month towards the utilities for a total of \$1,125.00 per month, which the landlord agreed to. The tenant paid a security deposit of \$500.00 at the start of the tenancy.

The landlord's monetary claim of \$539.00 consists of the following:

Unpaid utilities for June 2012	\$125.00
Repair damaged security alarm panel	\$174.00
Repair paints chips and wall damage	\$100.00
Oven cleaning	\$20.00
Re-grout bathroom due to mildew	\$100.00
Replace handle on kitchen drawer	\$20.00
<b>TOTAL</b>	<b>\$539.00</b>

The landlord has also requested recovery of the filing fee in the amount of \$50.00.

The landlord testified that the security alarm panel was not broken when the tenant moved into the rental unit. The landlord provided a quote to repair the security alarm panel which estimates the cost between \$250.00 and \$300.00; however, the landlord was able to find a lower price through her own alarm company who quoted \$174.00 over the phone. Her own alarm company would not provide a written quote, however. A photo of what the landlord described as a broken security alarm panel hanging from the wall was submitted as evidence.

The landlord testified that the tenant caused damage to the walls of the rental unit resulting in several large scratches and paint chips. The landlord provided photos as evidence to show the wall damage.

The landlord testified that the tenant failed to clean the oven before vacating the rental unit, and damaged a kitchen drawer handle. The landlord testified that she paid \$40.00

to a person who cleaned her oven and repaired the damaged handle on a kitchen drawer. As a result, the landlord has claimed \$20.00 for each item. The landlord provided photos of a dirty oven, and a drawer with a handle missing as evidence.

The landlord testified that the tenant failed to clean mildew from the grout in the bathroom, which was not there at the start of the tenancy. The landlord attempted to clean the mildew from the grout with grout cleaner; however, the grout would not come clean. As a result, she estimates the amount to have a contractor attend, re-grout the bathroom and supply the materials to be at least \$100.00. The landlord provided photos of what the landlord describes as mildew in the bathroom which she testified could not be cleaned using grout cleaner.

### Analysis

Based on the documentary evidence and the oral testimony provided during the hearing, and on the balance of probabilities, I find the following.

**Claim for unpaid utilities** – The landlord testified that \$125.00 remains owing for unpaid June 2012 utilities. Based on the undisputed testimony of the landlord, I accept that the landlord suffered a loss of unpaid utilities for June 2012. Therefore, **I find** the landlord has established a monetary claim of \$125.00 consisting of unpaid utilities for the month of June 2012.

**Claim for damaged security alarm panel** – The landlord testified that the security alarm panel was not broken when the tenant moved into the rental unit. Based on the landlord's undisputed testimony, I accept the landlord's testimony that the tenant damaged the security alarm panel during the tenancy. Therefore, **I find** the landlord has established a monetary claim of \$174.00 consisting of the cost to replace the damaged security alarm panel. **I find** the cost claimed by the landlord to be reasonable.

**Claim for paint chip and wall damage repairs** - The landlord testified that the tenant damaged the walls resulting in paint chips and large scratches on the walls. Based on the landlord's undisputed testimony, I accept the landlord's testimony that the tenant damaged the walls during the tenancy. Therefore, **I find** the landlord has established a monetary claim of \$100.00 consisting of the cost to hire a contractor to attend, repair and repaint the damaged walls. **I find** the cost claimed by the landlord to be reasonable.

**Claim for oven cleaning and kitchen drawer repair** - The landlord testified that the tenant failed to clean the oven before vacating the rental unit and damaged a handle on a kitchen drawer. Based on the landlord's undisputed testimony, I accept the landlord's

testimony that the tenant failed to clean the oven and damaged a kitchen drawer handle. Therefore, **I find** the landlord has established a monetary claim of \$40.00 consisting of the cost to hire a person to clean the oven and replace the damaged kitchen drawer handle. **I find** the cost claimed by the landlord to be reasonable.

**Claim to re-grout bathroom due to mildew** – The landlord testified that the tenant failed to clean mildew from the grout of the bathroom. The landlord attempted to clean the grout with grout cleaner, however, was not successful. As a result, the landlord testified that she needs to hire a contractor to attend to re-grout the bathroom and estimates the cost at \$100.00. The landlord provided photos of what the landlord describes as mildew in the bathroom.

Based on the undisputed testimony of the landlord, I accept the landlord's testimony that the tenant failed to clean the mildew from the bathroom before vacating the rental unit. Therefore, **I find** the landlord has established a monetary claim of \$100.00 consisting of the cost to hire a contractor to attend, provide the materials and re-grout the bathroom. **I find** the cost claimed by the landlord to be reasonable.

As the landlord's application had merit, **I grant** the landlord the recovery of the filing fee of \$50.00.

The landlord continues to hold the tenant's security deposit of \$500.00, which has accrued \$2.21 in interest since September 15, 2008. As a result, the landlord continues to hold a total security deposit of \$502.21.

**Monetary Order** – I find that the landlord has established a total monetary claim in the amount of **\$589.00** and that this claim meets the criteria under section 72(2)(b) of the *Act* to be offset against the tenant's security deposit as follows:

Unpaid utilities for June 2012	\$125.00
Repair damaged security alarm panel	\$174.00
Repair paints chips and wall damage	\$100.00
Oven cleaning	\$20.00
Re-grout bathroom due to mildew	\$100.00
Replace handle on kitchen drawer	\$20.00
Filing fee	\$50.00
<b>Subtotal</b>	<b>\$589.00</b>
Less security deposit with interest	(\$502.21)

<b>TOTAL</b>	<b>\$86.79</b>
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### Conclusion

I find that the landlord has established a total monetary claim of **\$589.00**. I authorize the landlord to retain the full security deposit of \$502.21 in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$86.79**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

For the benefit of both parties, I am including a copy of *A Guide for Landlords and Tenants in British Columbia* with my Decision.

This decision is final and binding on the parties, unless 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: October 22, 2012

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Residential Tenancy Branch