



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes MNR, MND, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order for compensation under the Act and the tenancy agreement, for damage or cleaning at the rental unit, for an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

Only the Agent for the Landlord appeared at the hearing. They gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Agent testified that the Tenant was served with the Notice of Hearing and Application by registered mail, sent on August 18, 2012. Under the Act the Tenant was deemed served five days later, however, the Tenant did not attend the hearing by teleconference. I find the Tenant has been duly served in accordance with the Act.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Preliminary Matter

The parties had been to one prior hearing, on August 16, 2012. That hearing involved the Tenant's Application to recover the security deposit, which was dismissed with leave to reapply, as the Tenant did not provide her forwarding address in writing to the Landlord in accordance with the Act. The Landlord applied for the security deposit within two days of receiving the Tenant's forwarding address, as ordered in the previous decision.

### Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenant?

### Background and Evidence

This tenancy began on August 1, 2011, with the parties entering into a one year, fixed term tenancy agreement. The Tenant paid the Landlord a security deposit of \$600.00.

The Tenant ended the tenancy early and vacated the rental unit on May 31, 2012. The Tenant had found an alternate renter for the Landlord prior to moving out.

The Landlord is claiming they have incurred substantial costs to clean and repair the rental unit due to the condition it was left in by the Tenant. The Landlord also claims for fines received from the strata council where the rental unit is located.

The Agent for the Landlord testified that the Tenant left many holes in the walls of the rental unit which were improperly patched and then not sanded. The Landlord is also claiming that the Tenant left stickers and decals, and the residue from the glue from removed stickers and decals, on the walls in the rental unit. In support of this claim the Landlord has provided photographs, as well as a statement and receipt from the person who patched, repaired and painted the rental unit. The Landlord claims \$800.00 for this work.

The Landlord had to pay for professional cleaners to come in after the Tenant vacated the rental unit. The kitchen, microwave oven, washer and dryer, were all left dirty, according to the Landlord's evidence. The Landlord claims \$150.00 for this cleaning.

The Landlord also claims that the Tenant did not clean the carpet properly in the rental unit and there were stains in it. Apparently the Tenant convinced the Agent for the Landlord that he had to pay the Tenant \$80.00 for cleaning the carpet at the end of the tenancy. The Landlord claims there was a stain left in the carpet and that the Tenant was not entitled to receive \$80.00 for carpet cleaning, and claims for the return of the \$80.00.

The Landlord discovered at the end of the tenancy that the dishwasher and refrigerator were broken. The heating element in the dishwasher had been damaged and the cooling coil on the fridge was broken. The Landlord claims the Tenant did this and requests \$126.49 for repairing the dishwasher and \$116.42 for the fridge.

The Landlord further claims the Tenant damaged the mailbox and did not return the key. The Landlord claims \$60.00 for this.

The Landlord also claims for strata fines incurred by the Tenant and charged to the Landlord.

The Landlord claims for a \$100.00 fine charged to the Tenant in December of 2011, for storage of garbage on the patio. The Agent for the Landlord testified that following this first fine, the Tenant was given a copy of the strata rules and bylaws and was informed she was required to follow these.

On February 4, 2012, the Landlord was fined \$100.00 as the Tenant's boyfriend had moved out of the rental unit without giving the required notice to the strata.

On March 5, 2012, the Tenant was again fined \$100.00 for storage on the patio, and was fined \$50.00 for having a dog off of its leash and \$50.00 for parking in a fire lane.

The Tenant also damaged a water sprinkler both when she moved in and when she moved out, giving rise to two fines of \$50.00 each.

In support of all the above claims the Landlord has supplied copies of photographs, receipts, statements and an accounting ledger from the strata.

### Analysis

Based on the uncontradicted evidence and testimony, and on a balance of probabilities, I find that the Tenant has breached section 37 of the Act and the tenancy agreement by failing to leave the rental unit reasonably clean and undamaged.

I find the Tenant failed to clean portions of the rental unit, and left the walls, dishwasher and refrigerator damaged, beyond reasonable wear and tear. I find the Tenant did not return the mailbox key, and I also find the Tenant was not entitled to be reimbursed for the carpet cleaning, as the Tenant was responsible for cleaning the carpets solely at her own expense.

I find that once the Tenant received copies of the strata rules and bylaws she was required to abide by these. Therefore, while I do not allow the first strata fine to be charged to the Tenant, I allow those that came after the Tenant was provided with a copy of the rules and bylaws.

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.

Having found that the Tenant did not clean the unit, or make necessary repairs, and violated rules and bylaws resulting in fines, I find these breaches have caused losses to the Landlord.

I find that the Landlord has established a total monetary claim of **\$1,782.91** comprised of the above described amounts and the \$50.00 fee paid for this application.

I order that the Landlord retain the deposit of **\$600.00** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$1,182.91**.

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

### Conclusion

The Tenant breached the Act and tenancy agreement, which caused the Landlord to suffer losses. The Landlord has established a monetary claim of \$1,782.91 against the Tenant, and may keep the security deposit of \$600.00 in partial satisfaction of the award, with the Tenant owing a balance of **\$1,182.91**. The Landlord has a monetary order for that amount, which may be enforced in Provincial Court.

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: November 23, 2012.

---

Residential Tenancy Branch