



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes:

MND, MNR, MNSD, FF

Introduction

This Dispute Resolution hearing was set to deal with an Application by the landlord for compensation from the tenant for rent owed, general cleaning, carpet cleaning and damage to the rental unit. The landlord was seeking to retain the tenant's security deposit in partial satisfaction of the claim.

Despite being served by registered mail the tenant did not appear.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation under section 67 of the *Act* for rent, damages or loss?

Background and Evidence

The landlord testified that the tenancy began in July 2009 and ended on June 1, 2012. Rent was \$1,150.00 per month and a security deposit of \$275.00 was paid. The landlord testified that the tenant had never provided the forwarding address in writing, but gave it to the landlord verbally. Submitted into evidence was a summary of the claim, copies of receipts, a copy of the move-in and move-out condition inspection reports, photos and copies of communications.

The landlord was seeking compensation for \$450.00 in accrued rental arrears. Also being claimed, and supported by receipts was \$140.00 for carpet cleaning, \$90.00 for glass repair and \$45.00 for general cleaning.

In addition to the above, the landlord was making claims for the cost of repairs not yet completed. The landlord testified that, although not documented on the move-out condition inspection report, the tenant left damage to the master bedroom carpet that will require an estimated amount of \$150.00 to repair. The landlord testified that the carpet is approximately 8 years old.

The landlord testified that a crack in the kitchen window was discovered after the tenant had left and after the move-out condition inspection was completed. The estimated cost for this repair, not yet completed, is \$90.00.

The landlord stated that they discovered that the vertical blinds were destroyed and the estimated replacement is likely to be \$1,200.00. The blinds are approximately 8 years old. The landlord stated that the damage was not documented in the move-out condition inspection report because the blinds were open at the time and the missing panels were not noticed.

The landlord testified that a broken door was discovered after-the-fact and although it has not been repaired, the landlord is seeking \$70.00 in compensation to get this repair done in future.

Analysis

It is important to note that in a claim for damage or loss under the Act, the party claiming the damage or loss bears the burden of proof and the evidence furnished by the applicant must satisfy each component of the test below:

Test For Damage and Loss Claims

1. Proof that the damage or loss exists,
2. Proof that this damage or loss happened solely because of the actions or neglect of the tenant of the Act or agreement
3. Verification of the actual amount required to compensate for the claimed loss or to rectify the damage.
4. Proof the claimant took steps pursuant to section 7(2) of the Act minimize the loss.

The burden of proof is on the claimant, that being the landlord.

Section 37(2) of the Act states that, when a tenant vacates a rental unit, the tenant must leave it reasonably clean and undamaged, except for reasonable wear and tear.

I accept that the move-in and move-out condition inspection reports were conducted, although they were not signed in accordance with the Act.

I find that the landlord's claims for the \$450.00 rental arrears, \$140.00 for carpet cleaning, \$90.00 for glass repair and \$45.00 for general cleaning all met the test for damages and the landlord is entitled to compensation for the costs incurred in rectifying this damage.

However, I find that the landlord's other claims for damage, including the burn marks on the master bedroom carpet, the crack in the kitchen window, the vertical blinds and the broken door related to condition issues were not documented on the move-out condition inspection report, and no expenditures have yet been incurred. For this reason, I find that these claims do not meet the test for damages and must be dismissed.

Based on the evidence, I find that the landlord is entitled to total compensation of \$775.00 comprised of \$450.00 rental arrears, \$140.00 for carpet cleaning, \$90.00 for glass repair, \$45.00 for general cleaning and the \$50.00, cost of the application. I order that the landlord retain the tenant's \$275.00 security deposit in partial satisfaction of the claim, leaving \$500.00 still outstanding.

I hereby grant a monetary order in the amount of \$500.00 to the landlord. This order must be served on the tenant and may be enforced in small claims court if necessary.

Conclusion

The landlord is partially successful in the claim and the remainder of the landlord's application is dismissed without leave.

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: November 21, 2012.

Residential Tenancy Branch