



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNSD, MND, FF*

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for the cost of repairs and cleaning and for the filing fee. The landlord also applied to retain the security deposit.

The landlord testified that on October 04, 2012, she served the tenant with the notice of hearing by registered mail to the forwarding address provided by the tenant. The landlord provided tracking numbers. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the landlord entitled to a monetary order for the cost of cleaning and repairs and the filing fee? Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The landlord testified that the tenancy started on September 01, 2011 for a fixed term of one year and ended on September 20, 2012. The monthly rent was \$1,100.00 payable on the first of each month. Prior to moving in, the tenant paid a security deposit of \$550.00 and a pet deposit of \$550.00. The landlord returned the pet deposit to the tenant at the end of the tenancy.

The landlord stated that the rental unit was fully renovated in August 2011 just prior to the start of the tenancy. A move in inspection was conducted on August 27, 2011 and the report indicates that there are no discrepancies other than curtains to be provided and a new fence to be installed.

The landlord testified that despite giving the tenant five or six opportunities to participate in a move out inspection, the tenant did not. The landlord filed a copy of the inspection reports. The tenant left the unit in a damaged and dirty condition and the landlord is claiming the cost of repairs. The parties agreed that the landlord would take care of cleaning if the tenant moved out prior to the end of the month. The tenant moved out on September 20, 2012. Accordingly the landlord is not claiming the cost of cleaning.

The landlord has filed photographs and receipts to support her application for a monetary order in the amount of \$2,455.44 as follows:

1.	Wall Damage/Door Frames	\$972.17
2.	Master Bedroom Window	\$109.46
3.	Back door in mud room	\$155.38
4.	Bi fold door in master bedroom	\$45.29
5.	Missing baseboard and damage to carpet	\$159.84
6.	Garage shelves and scrap yard waste	\$64.00
7.	Boarded up garage window	\$20.00
8.	Damaged cupboards	\$10.00
9.	Damage to refrigerator	\$806.40
10.	Remove paint on floor	\$30.00
11.	Light switch in garage	\$5.00
12.	Insulation	\$77.90
	<b>Total</b>	<b>\$2,455.44</b>

### **Analysis**

The landlord has filed photographs and receipts into evidence. The landlord has also filed a detailed statement of repairs done along with cost of materials and labour. Based upon the undisputed testimony of the landlord and the documents filed into evidence, I find that the rental unit was in good condition and fully renovated just prior to the start of the tenancy. However at the end of the tenancy, the tenant left the unit in a damaged and dirty condition and is liable for the costs incurred by the landlord to restore the unit to a condition in which it could be re rented.

I have reviewed all the receipts and photographs filed into evidence and find that the landlord has established a claim for all the above items except for #9.

#9 Damage to refrigerator \$806.40

This claim consists of two parts – damage to the drawer and scratches on the door.

The tenants broke a drawer inside the refrigerator and the landlord has filed a receipt in the amount of \$60.93 for the replacement of the drawer. I grant the landlord this portion of her claim.

The remainder of the claim consists of an estimate of \$745.47 to replace the door of the refrigerator which had scratches on it.

The landlord stated that the refrigerator was brand new at the start of the tenancy. The appliance is functional and the damage is cosmetic. The landlord made efforts to repair or buff out the damage but was unsuccessful. The landlord has filed a quotation for the replacement of the door in the amount of \$745.47.

I find that while the door is scratched, this damage does not affect the functionality of the appliance. However, the scratches have reduced the value of the refrigerator and I will award the landlord an arbitrary amount towards this loss of value.

*Residential Tenancy Policy Guideline #16* states that an arbitrator may award “nominal damages” which are a minimal award. These damages may be awarded where there has been no significant loss, but they are an affirmation that there has been an infraction of a legal right. Accordingly, I award the landlord a minimal award of \$50.00 for the loss of value of the refrigerator.

The landlord has established a total claim of \$110.93 towards claim #9.

The landlord has established a claim as follows:

1.	Wall Damage/Door Frames	\$972.17
2.	Master Bedroom Window	\$109.46
3.	Back door in mud room	\$155.38
4.	Bi fold door in master bedroom	\$45.29
5.	Missing baseboard and damage to carpet	\$159.84
6.	Garage shelves and scrap yard waste	\$64.00
7.	Boarded up garage window	\$20.00
8.	Damaged cupboards	\$10.00
9.	Damage to refrigerator	\$110.93
10.	Remove paint on floor	\$30.00
11.	Light switch in garage	\$5.00
12.	Insulation	\$77.90
	<b>Total</b>	<b>\$1,759.97</b>

Since the landlord has proven most of her claim she is also entitled to the filing fee of \$50.00.

I order that the landlord retain the security deposit of \$550.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$1,259.97. This order may be filed in the Small Claims Court and enforced as an order of that Court.

**Conclusion**

I grant the landlord a monetary order of **\$1,259.97**

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: January 09, 2013.

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Residential Tenancy Branch

