



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 0895845 B.C. Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNDC, MNSD

### 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; and
3. An Order to retain the security deposit - Section 38.

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?

### Background and Evidence

The tenancy started on May 1, 2011 and ended on June 11, 2012. Rent of \$1,100.00 was payable monthly. At the outset of the tenancy, the Landlord collected \$550.00 as a security deposit. No move-in or move-out inspection was conducted.

The Landlord states that the Tenant left the unit unclean and damaged and claims as follows:

- \$45.00 for the cost to replace the door knob as the Tenant failed to return the keys to the unit;
- \$75.00 for the cost to repair holes in one wall caused by the placement of the television. No invoice has been provided as the Landlord states that his family member made the repairs at no cost to the Landlord;
- \$150.00 for the cost to repair wiring and the ceiling where the Tenant has installed a light fixture. No invoice has been provided as the Landlord states that his family member made the repairs at no cost to the Landlord;
- \$150.00 for the cost of painting the family room as the Tenant left paint marks on the walls. No invoice has been provided as the Landlord states that his family member made the repairs at no cost to the Landlord ;
- \$100.00 for the cost to replace a bedroom door damaged by holes. The Landlord has not replaced this door and states that he will likely make the door himself;
- \$250.00 for the cost of yard clean-up. The Landlord states that the tenancy agreement provides for the Tenant to maintain the yard. The Landlord states that he and his wife, the Witness, worked for approximately 5 hours on the clean-up at a rate of \$25.00 per hour;
- \$80.00 for the cost of removing garbage left by the Tenant. The Landlord states that this removal was done by himself and that it took greater than 3 hours at a rate of \$25.00 per hour;
- \$150.00 for the cost of cleaning the unit left unclean by the Tenant. The Landlord states that his wife, the Witness completed this work and cleaned for more than 6 hours at a rate of \$25.00 per hour.

The Landlord states that the Tenant was given to June 7, 2012 to complete the move out of the unit at no extra charge. The Landlord states that the Tenant did not move out until June 11, 2013 and left belonging in the unit and a storage area. The Landlord states that one of his sons was to move into the unit but was unable to move into the unit due to the damages to the unit and due to the Tenant's remaining belongings. The

Landlord states that some of the belongings were moved to the Landlord's residence but that this stopped when the Tenant became angry. The Tenant states that his other son moved into the unit on August 15, 2013 and pays rent of \$800.00. The Landlord claims \$2,200.00 for two months lost rental income.

### Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. 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. As the Landlord did not incur any costs for the repairs to the wall, ceiling wiring, and painting, and as the Landlord has not replaced the damaged door, I find that the Landlord has failed to substantiate that costs were incurred for these items and I dismiss these claims. As the Landlord had no intention to rent the unit and provided it to a family member at a reduced rental rate, I find that the Landlord has failed to substantiate that the Tenant caused a loss of rental income and I dismiss this claim.

Based on the Landlord and Witness evidence, I find that the Landlord has substantiated the **\$80.00** costs for garbage removal and the **\$150.00** for the cleaning of the unit. As the Tenant did not return the keys and given the provision of a receipt indicating a cost for a keyed entry lock of **\$26.03**, I find that the Landlord has substantiated this amount in relation to the replacement of the door knob. Given the tenancy agreement that provides for the Tenant to maintain the yard and considering the photos of the yard, I find that the Landlord has substantiated that the Tenant failed to leave the yard maintained. However based on the Landlord's and Witness evidence that this work was done over a period of 5 hours at a cost of \$25.00 per hour, I find that the Landlord has only substantiated the costs of **\$125.00** for the yard clean up.

The Landlord has a total entitlement of **\$381.03**. As the Landlord holds a security deposit of **\$550.00 plus zero interest**, I order the Landlord to retain \$381.03 from this security deposit and return the remaining **\$168.97** to the Tenant forthwith.

Conclusion

I Order the Landlord to retain the amount of \$381.03 from the security deposit plus interest in the amount of \$550.00 in full satisfaction of the claim.

I grant the Tenant an order under Section 67 of the Act for the amount of **\$168.97**. 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: February 28, 2013

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Residential Tenancy Branch

