



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOMELIFE PENINSULA PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

Decision

Dispute Codes:

MNR, MNSD, FF

Introduction

This hearing was convened to deal with an Application for Dispute Resolution by the landlord for a monetary order for cleaning costs and repairs to the unit and an order to retain the security deposit.

The applicant was present and participated in the hearing. Despite being served with the Notice of Hearing documents by registered mail sent on February 19, 2013, the respondent did not appear and the hearing was therefore conducted in the respondent's absence.

Background and Evidence

The tenancy began on July 1, 2012 and was terminated by the landlord on February 1, 2013. The rent was \$1,300.00 and a security deposit of \$650.00 was paid.

The landlord testified that the tenant left the rental unit in an unclean and damaged condition and submitted a copy of move-in and move-out condition inspection reports signed by the parties, in support of this claim. The landlord testified that the landlord incurred costs totaling \$1,051.29, including \$751.61 for repairs to the walls and garbage disposal unit, and , \$200.00 for cleaning and \$99.68 for carpet cleaning. The landlord submitted invoices and receipts to confirm the costs incurred.

The landlord stated that the property owner is only seeking to retain the tenant's \$650.00 security deposit in complete satisfaction of the claim.

Analysis

In regard to an Applicant's right to claim damages from another party, section 7 of the Act states that, if a landlord or tenant does not comply with the Act, the regulations or the tenancy agreement, the non-complying landlord or tenant must compensate the

other for damage or loss that results. Section 67 of the Act grants the Arbitrator authority to determine the amount and to order payment under these circumstances.

In a claim for damage or loss under the Act, the party making the monetary claim 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 Respondent in violation of the Act or agreement,
3. Verification of the actual amount required to compensate for the claimed loss or to rectify the damage, and
4. Proof that the claimant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage.

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

Based on the evidence I find that the tenant did not comply with section 37 of the Act and the landlord incurred proven expenditures as a result.

Accordingly, I find that the landlord is entitled to compensation and grant the landlord's request to retain the tenant's \$650.00 security deposit in full satisfaction of the claim.

Conclusion

The landlord is successful in the application and is ordered to retain the tenant's security deposit in full satisfaction of the claim.

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: May 13, 2013