



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Success Realty & Insurance Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MND, FF

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. An Order to retain the security deposit - Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

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 Landlords were given full opportunity to be heard, to present evidence and to make submissions under oath.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy started on January 1, 2012 and ended on June 30, 2013. Rent of \$1,400.00 was payable monthly and at the outset of the tenancy the Landlord collected \$700.00 as a security deposit. The Parties mutually conducted a move-in and move-out inspection and completed the reports. The Landlord received the Tenant’s forwarding address given verbally to a staff member of the Landlord. The Landlord also confirmed

the address by personally serving an evidence package to the Tenant at their residence.

The Landlord states that the Tenant parked a different vehicle in the parking spot than the one registered to that spot and claims \$100.00. The Landlord states that no costs or damages occurred as a result of the different vehicle being parked in the spot that was paid for by the Tenant as required under the tenancy agreement but that the Tenant breached the agreement by parking a different vehicle.

The Landlord states that the Tenants set aside deck panels in May 2013 and agreed to replace these panels before the end of the tenancy. The Landlord states that it was noticed after the end of the tenancy that the Tenant did not do this and claims \$100.00 for the cost of supplies and \$210.00 for the cost of labour to make the repairs and replace the panels after the end of the tenancy. No invoices or receipts were provided for these costs and the Landlord states that they have in-house workers who are paid at varying rates and who submit their hours to the Landlord. It is noted that there is no indication of any damages to the unit or deck contained in the move-out report that was signed by the Tenant who agreed to the report. The Landlord provided photos of the deck.

The Landlord states that the Tenant failed to clean the carpet at move-out and claims \$130.00. It is noted that this deficiency was agreed to by the Tenant.

The Landlord states that the Tenant failed to return a garbage key and claims \$10.00. The Landlord was not able to point to any provision in the tenancy agreement in relation to this key and no invoice was provided by the Landlord.

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.

Given that the Landlord provided no evidence of loss or damage in relation to the parked vehicle, I find that the Landlord has not substantiated any incurred costs and I dismiss this claim. Given the lack of invoices for the repairs to the deck, noting that the move-out report does not indicate any damage to the deck, and considering that the photos do not show much in the way of damage, I find that the Landlord has failed to establish the amount of the costs claimed and I dismiss this claim. Given the move-out inspection indicating the Tenant's agreement that the carpet was not cleaned and considering that the amount claimed is within a reasonable range of costs for carpet cleaning, I find that the Landlord has substantiated the claim for **\$130.00**. Given the lack of a receipt or bill for the cost to replace a garbage key, I find that the Landlord has failed to establish the cost claimed and I dismiss this claim. As the Landlord has only been minimally successful with its application, I find that the Landlord is entitled to recovery of half the filing fee in the amount of **\$25.00** for a total entitlement of **\$155.00**. I order the Landlord to retain this amount from the security deposit of **\$700.00** plus zero interest and to return the remaining **\$545.00** to the Tenant forthwith.

Conclusion

I Order the Landlord to retain \$155.00 from the security deposit plus interest of \$700.00 in full satisfaction of the claim.

I grant the Tenant an order under Section 67 of the Act for **\$545.00**. 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: October 28, 2013

Residential Tenancy Branch