



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Upper College Heights  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNSD, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent only.

The landlord testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on December 9, 2013 in accordance with Section 89. Tracking information from Canada Post confirms delivery of these documents on December 12, 2013 and signed for by the tenant.

Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for compensation for cleaning and repairs made to the rental unit; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Act*.

### Background and Evidence

The landlord provided a copy of a tenancy agreement signed by the parties on September 25, 2012 for a 1 year fixed term tenancy beginning on October 1, 2012 for a monthly rent of \$990.00 due on the 1<sup>st</sup> of each month with a security deposit of \$495.00 paid. The tenancy ended on September 30, 2013.

The landlord provided into evidence a copy of a Condition Inspection Report showing the condition of the rental unit at both the start and the end of the tenancy. The landlord submits the rental unit required extensive cleaning; carpet cleaning; and repairs to the lazy Susan door; fridge door; patio door; cupboard door hinge; the powder room leak; bathroom and powder room floor; and replacement blinds in the bedrooms.

The landlord has provided receipts and invoices for all work completed confirming costs associated with the repairs and replacements at \$590.00; cleaning at \$256.25; and carpet cleaning at \$73.50. The landlord's total claim is \$919.75.

### Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

Section 37 of the *Act* requires a tenant who is vacating a rental unit to leave the unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all keys or other means of access that are in the possession and control of the tenant and that allow access to and within the residential property.

Based on the landlord's undisputed testimony and evidence I find the tenant failed to fulfill her obligations under Section 37 of the *Act* and that as a result the landlord has suffered a loss. I find the landlord has established the value of that loss through the provision of invoices and receipts.

### Conclusion

Based on the above, I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$969.75** comprised of \$590.00 for repairs; \$32.975 for cleaning and carpet cleaning and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$495.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$474.75**.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: March 31, 2014

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Residential Tenancy Branch

