



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNDC, MNSD, 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 damages to the unit - Section 67;
2. A Monetary Order for compensation for loss – Section 67;
3. An Order to retain the security deposit - Section 38; and
4. 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 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 August 1, 2009 and ended on January 31, 2014. Rent of \$700.00 was payable monthly and at the outset of the tenancy the Landlord collected \$3735.00 as a security deposit. The Tenant failed to leave the unit reasonably clean leaving pet feces and urine stains on the walls and carpets and the Landlord claims as follows:

- \$123.00 for tile and carpet cleaning done by a commercial cleaning company;
- \$236.30 for cleaning the unit.

The Tenant left walls, doors and weather stripping damaged and although some work was done by the Tenant to repair the damages, this work, including drywall repairs, was left incomplete. The Landlord claims \$100.00.

### Analysis

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear. 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.

Based on the undisputed evidence of the Landlord I find that the Tenant failed to leave the unit reasonably clean and undamaged and that the Landlord has substantiated the costs claimed of **\$569.40**. The Landlord is also entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$619.40**. Deducting the security deposit of **\$375.00** plus zero interest leaves **\$244.40** owed by the Tenant to the Landlord.

### Conclusion

I Order the Landlord to retain the security deposit and interest of \$375.00 from the security deposit in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for **\$244.40**. 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: May 27, 2014

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Residential Tenancy Branch

