



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, MNDC, FF, O

### Introduction

This matter dealt with an application by the Landlords for a Monetary Order for compensation for damage to the unit, site or property, for compensation for loss or damage under the Act, regulations or tenancy agreement, to retain the Tenant's security deposit, to recover the filing fee for this proceeding and for other considerations.

The Landlords' Agent said she served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on March 24, 2014. Based on the evidence of the Landlords' Agent, I find that the Tenant was served with the Landlords' hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

At the start of the conference call it was noted that the Respondent K. W. was actually an occupant at the rental unit and was not signed on the tenancy agreement so respondent K.W. was removed from the application.

### Issues(s) to be Decided

1. Are there damages to the unit, site or property and if so how much?
2. Are the Landlords entitled to compensation for the damage and if so how much?
3. Are there other losses or damages and are the Landlords entitled to compensation?
4. Are the Landlords entitled to keep the Tenant's security deposit?

### Background and Evidence

This tenancy started on March 1, 2012 as a fixed term tenancy with an expiry date of March 31, 2013 and then continued on a month to month basis. Rent was \$925.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$462.50 on March 15, 2012. The Landlords' Agent said the Tenant moved out of the rental unit on March 3, 2014.

The Landlords' Agent said that during the tenancy the Tenant park his vehicles in the wrong parking spots and the Strata issues parking fines to the Tenant in the amount of \$880.00. The Landlord's Agent said the Landlords have not paid the fine as of yet but the Landlords are claiming the Strata parking fines so that they can pay them.

In addition to the parking fines the Landlords' Agent said there were cleaning costs of \$280.00 resulting from the Landlords spending 14 hours cleaning the unit at \$20.00 per hour, the carpet in the master bedroom had to be replaced due to a large stain at a cost of \$507.20, wall repairs and painting cost \$303.01 and the Landlords had to replace a broken mirror at a cost of \$126.00. The Landlords' Agent said she included paid receipts for the materials and supplies and the labour was supplied by that Landlords at \$20.00 per hour. The Landlords' Agent said the total claim for repairs to the unit is \$1,216.21.

The Landlords' Agent said her total claim is \$2,096.21 plus the filing fee of \$50.00.

The Landlords' Agent continued to say that she included a copy of the move in and move out condition inspection report signed by both her and the Tenant and the Tenant agrees to the damage on the report and that the Landlord may retain his security deposit.

### Analysis

For a monetary claim for damage of loss to be successful an applicant must prove a loss actually exists, prove the loss happened solely because of the actions of the respondent in violation to the Act, the applicant must verify the loss with receipts and the applicant must show how they mitigated or minimized the loss.

With respect to the Strata fines for parking the Landlords have not paid these fines as of yet therefore a loss has not been proven. Consequently I dismiss the Strata parking fines in the amount of \$880.00 with leave to reapply.

The Landlords' agent proved the loss existed and she verified the losses by providing receipts for the claims that the Landlords have made. I accept the Landlords Agent's testimony that these damages and losses were caused by the Tenant and the costs were reasonable amounts to make repairs to the unit. Consequently, I find the Landlords' Agent has established grounds to be awarded the costs for cleaning in the amount of \$280.00, the cost of replacing the carpet in the amount of \$507.20, repairing the walls and painting in the amount of \$303.01 and to replace the mirror in the amount of \$126.00. I award the Landlord a total of \$1,216.21 for damages and losses.

As the Landlords have been successful in this matter, the Landlords are also entitled to recover from the Tenant the \$50.00 filing fee for this proceeding. I order the Landlords pursuant to s. 38(4) and s. 72 of the Act to keep the Tenant's security deposit in payment of the damages. The Landlords will receive a monetary order for the balance owing as following:

	Cleaning	\$ 280.00
	Carpet replacement	\$ 507.20
	Wall repair and painting	\$ 303.01
	Mirror replacement	\$ 126.00
	Recover filing fee	\$ 50.00
	Subtotal:	\$1,266.21
Less:	Security Deposit	\$ 462.50
	Subtotal:	\$ 462.50
	Balance Owing	\$ 803.71

### Conclusion

A Monetary Order in the amount of \$803.71 has been issued to the Landlords. A copy of the Order must be served on the Tenant: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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: July 15, 2014

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Residential Tenancy Branch

