



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND MNR MNSD MNDC FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord to obtain a Monetary Order for damage to the unit, site or property, for unpaid rent or utilities, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, to keep all of the security deposit, and to recover the cost of the filing fee from the Tenant for this application.

Service of the hearing documents, by the Landlord to the Tenant, was done in accordance with section 89 of the Act, sent via registered mail on May 9, 2014. Canada post receipts were provided in the Landlord's verbal testimony. Based on the submissions of the Landlord I find that the Tenant was sufficiently served notice of this proceeding, in accordance with the Act. Therefore, I proceeded with the hearing in the absence of the Tenant.

The Landlord appeared at the teleconference hearing and gave affirmed testimony. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

### Issue(s) to be Decided

1. Is the Landlord entitled to a Monetary Order?

### Background and Evidence

The Landlord submitted evidence in support of their claim which included a copy of the tenancy agreement with an Additional Terms sheet; the move in and move out condition inspection report forms that were signed by the Landlord and the Tenant; receipts for work performed on the unit; and the Landlord's document outlining what charges will be deducted from the Tenant's deposits.

The evidence supported that the parties executed a written tenancy agreement for a fixed term tenancy agreement that commenced on September 1, 2012 and switched to

switch to a month to month after August 31, 2013. The Tenant was required to pay rent of \$700.00. On September 1, 2012 the Tenant paid \$350.00 as the security deposit and on December 17, 2012, the Tenant paid \$200.00 as the pet deposit. The parties conducted a walk through inspection and completed condition inspection report forms at move in on August 31, 2012 and at move out on May 1, 2014. The Tenant provided a forwarding address to the Landlord during the move out inspection.

The Landlord testified that the Tenant signed the condition inspection report forms agreeing to pay the \$100.00 for the painting; however, she did not sign authorizing the deduction from her deposits for \$50.00 in wall repairs, \$89.25 carpet cleaning, \$55.00 drape cleaning, and \$124.74 flea treatment. The Landlord pointed to the Additional Term document provided in their evidence where the Tenant had signed the document agreeing to have the aforementioned work completed at the end of the tenancy. The Landlord submitted that the Tenant did not have the required work performed so the Landlord arranged to have the work completed, as support by the invoices they provided in evidence.

### Analysis

Upon consideration of the evidence before me, in the absence of any evidence from the Tenants who did not appear, despite being properly served with notice of this proceeding, I accept the version of events as discussed by the Landlord and corroborated by their documentary evidence.

Section 32 (3) of the Act provides that a tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

Section 37(2) 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.

Based on the aforementioned I find the Tenant breached sections 32(3) and 37(2) of the Act, leaving the rental unit unclean and with some damage to the wall(s) at the end of the tenancy.

As per the foregoing I find the Landlord has met the burden of proof and I award them damages in the amount of **\$418.99** (\$100.00 painting + \$50.00 wall repair + \$89.25 carpet cleaning + \$124.74 flea treatment + \$55.00 drape cleaning,).

The Landlord has been successful with their application; therefore I award recovery of the **\$50.00** filing fee.

**Monetary Order** – I find that the Landlord is entitled to a monetary claim and that this claim meets the criteria under section 72(2)(b) of the *Act* to be offset against the Tenant's security deposit plus interest as follows:

Cleaning & painting	\$418.99
Filing Fee	<u>50.00</u>
<b>SUBTOTAL</b>	<b>\$468.99</b>
<b>LESS:</b> Security Deposit \$350.00 + Interest 0.00	-350.00
<b>LESS:</b> Pet Deposit \$200.00 + Interest 0.00	<u>-200.00</u>
<b>Offset amount due to the Tenant</b>	<b><u>(\$81.01)</u></b>

The Landlord is hereby ordered to return the balance of the Tenant's security and pet deposit of **\$81.01** to the Tenant forthwith.

#### Conclusion

The Landlord has been awarded a monetary amount of \$468.99 which has been offset against the Tenant's pet and security deposits, leaving a balance due to the Tenant of \$81.01.

In the event the Landlord does not comply with my order to return the balance of the deposits to the Tenant forthwith, the Tenant has been issued a Monetary Order in the amount of \$81.01 that must be served upon the Landlord which may be filed with the Province of British Columbia 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: September 11, 2014

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Residential Tenancy Branch

