



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC, 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 only.

The matters contained in this Application for Dispute Resolution were originally scheduled to be heard on July 18, 2014 as a cross application with the tenant's Application for Dispute Resolution seeking compensation. Both parties attended that hearing.

During that hearing I advised both parties that I would be "uncrossing" these Applications and the landlord's Application would be heard at a future date. I advised both parties that Notice of Hearing documents would be mailed directly from the Residential Tenancy Branch (RTB) to both parties. I confirmed both parties' addresses.

According to audit notes on file the Notice of Hearing documents were mailed to both the landlord and the tenant on July 30, 2014. As such, I find the tenant was sufficiently aware of the date; time and call in procedures for this hearing. Further, I find that since I had informed her during the hearing on July 18, 2014 that this hearing would be re-scheduled it would have been reasonable for the tenant to contact the RTB if she had not received the Notice of Hearing documents within a reasonable time.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for compensation for damage and cleaning of 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 *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord submitted into evidence the following relevant documents:

- A copy of a tenancy agreement signed by the parties on August 4, 2012 for a month to month tenancy beginning on September 1, 2012 for a monthly rent of \$1,100.00 due on the 1st of each month with a security deposit of \$550.00 paid. The tenancy ended on March 31, 2014;
- A copy of a move in Condition Inspection Report dated and signed by both parties on August 30, 2012 recording the condition of the rental unit at the start of the tenancy;
- A copy of a move out Condition Inspection Report dated and signed by both parties on March 31, 2014 recording the condition of the rental unit at the end of the tenancy; and
- Invoices and/or estimates for all amounts claim.

Based on her documentary evidence the landlord makes the following financial claims:

Description	Amount
Cleaning	\$500.00
Removal of box spring/mattress	\$100.00
Tub enclosure replacement (material and labour)	\$539.03
Flooring (installed)	\$474.70
Yard maintenance	\$300.00
Garbage Removal	\$137.00
Back bedroom panelling repairs (materials and labour)	\$536.83
Mini-blind cleaning	\$267.55
Pictures (for evidence)	\$25.09
Printing costs (for evidence)	\$25.00
Mileage costs	\$30
Total	\$2,935.20

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 I find the landlord has established the tenant failed to comply with the requirements under Section 37 to leave the rental unit reasonably clean and undamaged. I also find the landlord has established that she has suffered a loss as a result of this failure to comply with Section 37 and that she has established the value of her claim in total with the following exceptions:

- While the landlord claimed \$474.70 for replacement flooring in the laundry room she testified that the flooring was 4 years old. As such, in accordance with Residential Tenancy Policy Guideline #40 (Useful Life of Building Elements) that identifies the useful life of flooring to be 10 years, I discount the amount claimed by 40% and grant the landlord \$284.82;
- Pictures and printing costs in the total amount of \$50.09 are choices made by the landlord in how she decided to proceed with her claim and there is not authority under the *Act* to allow the landlord to recover these funds from the respondent tenant. Therefore I dismiss this portion of the landlord's claim.

Conclusion

Based on the above, I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$2,745.23** comprised of the landlord's full claim with the above noted adjustments 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 \$550.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$2,195.23**.

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: October 07, 2014

Residential Tenancy Branch

