



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC MND MNSD FF

Introduction:

This hearing dealt with an application by the landlord pursuant to the Residential Tenancy Act for orders as follows:

- a) A monetary order pursuant to Section 67;
- c) An Order to retain the security deposit pursuant to Section 38; and
- d) An order to recover the filing fee pursuant to Section 72.

SERVICE:

The tenant did not attend. The landlord provided sworn testimony that he served the Application for Dispute Resolution by registered mail. It was verified online as successfully delivered. I find that the tenant was legally served with the documents according to sections 88 and 89 of the Act.

Issue(s) to be Decided:

Has the landlord proved on the balance of probabilities that the tenant did damages to the property, that they were beyond reasonable wear and tear and the cost to cure the damage? Is the landlord entitled to retain the security deposit to offset the amount owing and to recover the filing fee?

Background and Evidence:

Only the landlord attended and was given opportunity to be heard, to present evidence and to make submissions. He said the tenant rented the main floor of his home from August 2013 to December 24, 2013 and that all rent was paid. A security deposit of \$2000 was paid by the tenants which the landlord still holds in trust and rent was \$2750 a month.

The landlord is claiming \$4000 for damages as follows:

- 1. \$900 hardwood floor repair (invoice provided)
- 2. \$400 garbage removal. (invoice provided)

3. The landlord said the remainder was for his time. He lost time from work to do the hearing, file the papers (twice) and do some cleanup; he estimated 6 hours for the cleanup. He also said the tenant did some damage to furniture (photos provided but no cost to repair).

In evidence are photographs, an invoice for \$1300 and a previous decision made on September 23, 2014 showing no one attended that hearing. The landlord requests to recover an extra filing fee for that hearing.

On the basis of the solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis

Monetary Order:

The onus of proof is on the landlord to prove that the tenant did damage to the property, that it was beyond reasonable wear and tear and the amount it cost to cure this damage. There is no move-in or move-out report. However, I find the landlord's evidence credible that the tenant did some damage to the property which was beyond reasonable wear and tear; his evidence is supported by photographs and invoice. I find him entitled to recover \$1300 for repair of the hardwood floor (\$900) and for garbage removal (\$400). Furthermore, I find it reasonable that he spent 6 hours cleaning the unit after the tenants vacated as the photographs illustrate much cleaning was necessary. I find him entitled to recover \$25 an hour for 6 hours or \$150 for cleaning.

However, I find I have no authority to award him costs for other time he expended for the process of this application. Section 72 of the Act limits the cost recoverable to the filing fee for an application. I find him entitled to recover the filing fee for this application but not for the hearing which he did not attend.

I find insufficient evidence to support costs of repairing furniture. There are no invoices and insufficient other evidence to prove that these tenants caused the damages to the furniture. I dismiss the remainder of the claim for \$4,000 as there is insufficient evidence to support these claims.

Conclusion:

I find the landlord is entitled to a monetary order as calculated below. I find the landlord is entitled to retain a portion of the security deposit to offset the amount owing and to recover filing fees paid for this application. I dismiss the remainder of the claims of the landlord for the reasons stated above.

Calculation of Monetary Award:

Repair hardwood floor and garbage removal	1300.00
His labour to clean up the unit	150.00
Filing fee for this application	50.00
Less security deposit	-2000.00
Balance remaining in trust to be returned to tenant	-500.00

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: November 18, 2014

Residential Tenancy Branch

