



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

REVIEW HEARING DECISION

Dispute Codes FF, MND, MNDC, MNSD, O

Introduction

This matter was originally heard on July 15, 2014 where neither party appeared. The landlord was successful in his Review Consideration application and today's hearing was scheduled. This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Despite having been served with the application for dispute resolution and notice of hearing by e-mail; (pursuant to a successful application for substituted service from the Branch) on February 3, 2015, the tenants did not participate in the conference call hearing. The landlord stated that he served the tenant all of the documentary evidence for this hearing by e-mail, as the tenant did not give his forwarding address to the landlord. The landlord gave affirmed evidence.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence and Analysis

The landlord's undisputed testimony is as follows. The tenancy began on April 1, 2013 and ended on June 30, 2014. The tenants were obligated to pay \$1500.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$750.00 security deposit. The signed tenancy agreement stated that there were to be "no pets or no smoking" in the unit. Condition inspection reports were conducted at move in and move out by the landlord however the tenant only participated at the move in condition inspection. The landlord stated that he made numerous attempts to contact the tenant by phone, text, e-mail and posting a notice on the tenants' door but with no success. The landlord stated that the tenant advised that he had moved to Arizona and that he left the keys and fobs on the kitchen counter.

When a party makes a claim for damage or loss the burden of proof lies with the applicant to establish their claim. To prove a loss the applicant must satisfy the following four elements:

1. Proof that the damage or loss exists,
2. Proof that the damage or loss occurred due to the actions or neglect of the other party in violation of the Act, Regulation or tenancy agreement,
3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage, and
4. Proof that the applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

It is worth noting that much of the landlords claim is relying on email “estimates or quotes” and not actual amounts that he paid. In addition, the landlord provided many photos prior to the repairs, but nothing after the repairs, cleaning and painting were allegedly conducted.

First Claim – The landlord is seeking \$2100.00 for the replacement of some laminate flooring. The landlord provided three e-mail estimates of the costs but no actual receipts. As the landlord has not provided any evidence of “out of pocket costs” I must dismiss this portion of the landlords’ application.

Second Claim- The landlord is seeking \$388.00 for general suite cleaning. The landlord provided photos of the unit depicting its untidy state. Residential Tenancy Policy Guidelines require that the tenant leave a unit in a reasonably clean condition at move out. Although the landlord only provided an e-mail estimate of the costs for cleaning, I find the amount to be reasonable even if the landlord were to have conducted the cleaning on his own based on the evidence provided. I find that the landlord is entitled to \$388.00.

Third Claim – The landlord is seeking \$550.00 for general handyman services for small miscellaneous repairs in the unit. The landlord submitted an estimate for some small repairs but no actual receipts. As the landlord has not provided any evidence of “out of pocket costs” I must dismiss this portion of the landlords’ application.

Fourth Claim – The landlord is seeking 140.00 for the installation of new faucets and \$667.52 for the new faucets. The landlord has submitted a receipt for the faucets but has only submitted an e-mailed estimate of the cost to install them. The landlord has failed to provide sufficient evidence of any “out of pocket costs” for the installation of the

faucets. Based on the above I find that the landlord is entitled to the cost of the faucets only in the amount of \$667.52.

Fifth Claim – The landlord is seeking \$1850.00 for the painting of portions of the suite. The landlord provided only e-mail estimates to support this amount. As the landlord has not provided any evidence of “out of pocket costs” I must dismiss this portion of the landlords’ application.

Sixth Claim – The landlord is seeking \$90.00 for carpet cleaning. The landlord only provided an e-mail estimate of the cost. As the landlord has not provided any evidence of “out of pocket costs” I must dismiss this portion of the landlords’ application.

Seventh Claim – The landlord is seeking \$1006.55 in outstanding strata fines there were the result of the tenant. The landlord provided a signed form K and the list of fines. A large majority of these fines were addressed in a previous hearing between these two parties. The amount that I am able to address for this hearing is the \$200.00 charge imposed after that hearing. Based on the evidence before me I find that the landlord is entitled to \$200.00.

Eighth Claim – The landlord is seeking \$125.00 in “RTB” application fees. The amount that I can address for the purposes of this hearing is \$50.00. The previous decisions in regards to the other costs are final and binding and cannot be disturbed. As the landlord has been partially successful in their application he is entitled the recovery of the filing fee for this hearing in the amount of \$50.00.

Conclusion

In summary, the landlord has been successful in the following claims:

Cleaning	\$388.00
Faucets	\$ 667.52
Strata Fines	\$200.00
Filing fee	\$50.00
	\$
	\$
Total:	\$1305.52

The landlord has established a claim for \$1305.52. I order that the landlord retain the \$750.00 security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$555.52. 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: February 18, 2015

Residential Tenancy Branch

