



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MNDC 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:**

Both parties attended and the tenant agreed she received the Application for Dispute Resolution by registered mail. 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 recover the filing fee?

### **Background and Evidence:**

Both parties attended and were given opportunity to be heard, to present evidence and to make submissions. The undisputed evidence is that the tenancy commenced in May 2014, a security deposit of \$362.50 was paid and rent is currently \$725 a month. The tenant said she vacated on January 24, 2015 and provided her forwarding address in writing on January 31, 2015 when she signed the move-out condition inspection report.

The landlord claims damages as follows:

1. \$367.50 to clean oil stains off the driveway; the driveway was only one year old.
2. \$25: for one hour of cleaning.

The tenant agreed that her car had leaked on the driveway but said she had it repaired immediately and after another incident, parked on the street. She disagreed with the charge for cleaning the driveway and with the charge for cleaning. She said there were only a few fingerprints on the wall and told the landlord about them during inspection.

The landlord provided invoices from third parties to support the charges. They had paid considerably more for the driveway than the cleaning charge for it had to be matched again to the existing driveway but the contractor broke the charges down into cleaning and the other actions. The move-out condition inspection report noted the driveway damage and the cleaning required on the entrance and it was signed by the tenant. However, she said she did not agree to the charges.

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. I find the landlord's evidence credible that the tenant's car leaked oil onto the driveway resulting in a cleaning bill of \$367.50. I also find it credible that it cost \$25 to clean the entrance way. The landlord's credibility is supported by the move-out report signed by the tenant acknowledging that her car made oil stains on the driveway and that the entrance way was dirty with fingerprints. Although the tenant admitted to the damage noted but disagreed with the cost, I find that she is responsible for the amount paid to third parties to cure this damage. I find the tenant provided no other estimates to show this cleaning could be done more economically whereas the landlord supported the actual cost by having the professional break down the cost into cleaning and other work required to match the driveway to its original condition. I find the tenant responsible for the costs as claimed by the landlord.

### **Conclusion:**

I find the landlord is entitled to a monetary order as calculated below. I find the landlord is entitled to retain the security deposit to offset the rental amount owing and to recover filing fees paid for this application.

#### **Calculation of Monetary Award:**

Cost to clean oil off driveway	367.50
Cleaning of suite entry	25.00

Filing fee	50.00
Less security deposit (no interest 2014-15)	-362.50
Total Monetary Order to Landlord	80.00

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: April 09, 2015

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Residential Tenancy Branch

