



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNDC, MNSD, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for damages to the unit – Section 67;
3. A Monetary Order for compensation - Section 67;
4. An Order to retain the security deposit - Section 38; and
5. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not participate. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy started on May 14, 2014. Rent of \$700.00 was payable monthly on the first day of each month. At the outset of the tenancy the Landlord collected \$350.00 as a security deposit. The Landlord obtained an order of possession for September 30, 2014 and the Tenant moved out on October 3, 2014 and did not pay any rent for October 2014. The Parties mutually conducted both a move-in and move-out inspection.

The Tenant provided its forwarding address at move-out. The Landlord claims over holding rent for 4 days in the amount of \$93.32.

The Tenant left the unit with a broken bi-fold door and the Landlord purchased a used door and installed and painted it herself. Although the Landlord claims \$270.00 based on an estimate from a contractor the Landlord states that the door cost \$20.00, the supplies cost \$20.00 and her labour took 5 hours at \$20.00 per hour for a total cost of \$140.00 to replace the door.

The Tenant left the unit with 2 broken fire alarms and a damaged screen door. The Landlord has not replaced or repaired these items due to financial restrictions. The Landlord claims \$54.39 and \$81.75 based on estimates provided.

The Tenant left a carpet soiled and stained and the Landlord had it cleaned. The Landlord claims \$60.00 and provided a receipt.

The Tenant left a bag of garbage and the Landlord had to remove the garbage and take it to the dump. The Landlord states that the dump fees were \$5.00. The Landlord claims \$35.50 for her labour and provided the receipt for the fees.

The Tenant left the unit unclean and the Landlord cleaned it herself. It took the Landlord 5 hours to complete the cleaning. The Landlord provided photos. The Landlord claims \$40.00.

### Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding

party, that reasonable steps were taken by the claiming party to minimize or mitigate the costs claimed, and that costs for the damage or loss have been incurred or established.

Based on the Landlord's undisputed evidence I find that the Tenant left the unit unclean and damaged as claimed. Based on the Landlord's evidence of her own labour and payments for supplied services, I find that the Landlord both acted reasonably to mitigate the losses claimed. Given the Landlord's evidence of actual costs to replace the door, I find that the Landlord has substantiated an entitlement to **\$140.00**. The Landlord is also entitled to the remaining costs of **\$364.96**. As the Landlord's application was successful I find that the Landlord is entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$554.96**. Deducting the security deposit of **\$350.00** plus zero interest leaves **\$204.96** owed by the Tenant to the Landlord.

#### Conclusion

I Order the Landlord to retain the security deposit plus interest of \$350.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for **\$204.96**. If necessary, 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: May 15, 2015

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Residential Tenancy Branch

