



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Li-Car Management Group  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, 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 damages to the unit - Section 67;
2. A Monetary Order for compensation - Section 67;
3. An Order to retain the security deposit - Section 38; and
4. 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 attend the hearing. 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 August 7, 2013 and ended on September 29, 2014. Rent of \$600.00 was payable monthly on the first day of each month. At the outset of the tenancy the Landlord collected \$300.00 as a security deposit. The Parties mutually conducted a move-in inspection and completed condition report. The Landlord made two offers for an inspection, the last offer being placed on the door of the unit, and the Tenant did not reply to either.

The Landlord states that the Tenant left the unit dirty and damaged and claims as follows:

- \$630.00 for cleaning the one bedroom unit. The Landlord paid their staff at a rate of \$20.00 per hour and claims the cost of \$35.00 per hour for 18 hours of cleaning. The Landlord provided photos of the unit;
- \$360.00 for repairs and painting of the walls damaged by several dints or nicks, likely from furniture moving, and one large hole on a wall. The Landlord provided photos of the walls. The Landlord pays a maintenance person \$45.00 per hour and it took 8 hours for the repairs;
- \$25.00 for cleaning supplies. No receipt was provided;
- \$70.00 for the cost of replacing a key. The Tenant failed to return the keys to the unit and the Landlord replaced the lock. No receipt was provided; and
- \$25.00 for the cost of replacing a light fixture. The Tenant broke the light fixture and the Landlord replaced it. The Landlord provided a photo. No receipt was provided.

### Analysis

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. 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 costs have been incurred or established.

Although it is clear that the Tenant left the unit unclean and much required disposing of, the amount claimed by the Landlord is excessive given the size of the unit. Further considering the Landlord's evidence of actual costs incurred by the Landlord, I find that the Landlord has not substantiated the amount claimed and is only entitled to a nominal

amount of **\$200.00** for the Tenant's failure to leave the unit clean. Given the lack of a receipt for the cleaning supplies, I find that the Landlord has failed to establish that costs have been incurred and I dismiss this claim.

The wall photos substantiate that the Tenant damaged the walls. Given the Landlord's evidence of actual costs incurred, I find that the Landlord has substantiated its claim for **\$360.00** for the painting and repairs of the walls. Given that the Tenant did not return the keys and broke the light fixture but considering that the Landlord has provided no receipts showing that amount of costs claimed were incurred, I find that the Landlord has only substantiated a nominal entitlement of **\$50.00**.

As the Landlord's application has met with success, I find that the Landlord is entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$660.00**. Deducting the security deposit of **\$300.00** leaves **\$360.00** owed by the Tenant.

#### Conclusion

I Order the Landlord to retain the security deposit plus interest of \$300.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the remaining amount of **\$360.00**. 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: June 25, 2015

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Residential Tenancy Branch

