



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Affordable Housing Charitable Association
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNDC, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order authorizing her to retain the security deposit. Despite having been served with the application for dispute resolution and notice of hearing sent via registered letter on January 10, 2015, the tenant did not participate in the conference call hearing.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began on August 1, 2011 at which time the tenant paid a \$450.00 security deposit. The tenant vacated the rental unit on December 31, 2014.

The landlord testified that the tenant did not adequately clean the rental unit at the end of the tenancy and seeks to recover \$177.45 as the cost of cleaning the carpet and \$200.00 as the cost of cleaning the unit. The landlord provided photographs showing that appliances and the bathtub were not cleaned, all items were not removed from the unit and the windows and tracks were soiled. The landlord provided invoices showing that she paid \$177.45 to clean the carpet and \$200.00 for cleaning. The landlord also provided a copy of the condition inspection report indicating the areas which required cleaning. The report was signed by the tenant, but it is unclear whether she agreed that the report accurately reflected the condition of the unit as both boxes on the form were checked.

The landlord testified that the tenant caused significant damage to several doors, some of which had to be replaced and some of which were able to be repaired. The landlord provided photographs showing the damage as well as invoices showing that she spent

\$259.26 to replace the doors and \$100.00 to repair and install doors. The landlord seeks to recover these costs.

The landlord testified that at the end of the tenancy, the tenant left several walls damaged, requiring those walls to be repainted and repaired. The landlord provided photographs of large holes in the walls and provided an invoice showing that she paid \$204.75 to have the walls repaired and painted. The landlord seeks to recover this cost.

The landlord testified that the tenant failed to pay \$299.00 in rent. The tenant was the recipient of a rental subsidy, but failed to provide documentation regarding her income as was required for January 2014, which meant that the \$299.00 subsidy she was to receive for February was unavailable. The landlord seeks to recover the \$299.00 February 2014 rental arrears.

The landlord also seeks to recover the \$50.00 filing fee paid to bring her application.

Analysis

The *Residential Tenancy Act* (the “Act”) establishes the following test which must be met in order for a party to succeed in a monetary claim.

1. Proof that the respondent failed to comply with the Act, Regulations or tenancy agreement;
2. Proof that the applicant suffered a compensable loss as a result of the respondent’s action or inaction;
3. Proof of the value of that loss; and (where applicable)
4. Proof that the applicant took reasonable steps to minimize the loss.

I accept the landlord’s undisputed testimony. The tenant was obligated under section 32 of the Act to leave the rental unit reasonably clean and free of damage other than reasonable wear and tear. I find that the tenant breached her obligation to leave the rental unit clean and undamaged and I find that the landlord has suffered losses to clean and repair the rental unit. I find that the landlord is entitled to recover the costs associated with cleaning and repair and I award her those costs as outlined below.

I further find that the tenant was obligated under the terms of the tenancy agreement to provide income information to the landlord each January in order to maintain her rental subsidy and that she failed to do so in January 2014, resulting in a loss of subsidy for February. I find that the landlord lost \$299.00 in rental income as a result and I award her that sum.

I find that as the landlord has been successful in her claim she is entitled to recover the filing fee and I award her \$50.00.

In summary, the landlord has been successful as follows:

Carpet cleaning	\$ 177.45
Unit cleaning	\$ 200.00
Replacement doors	\$ 259.26
Door repair and installation	\$ 100.00
Painting and wall repair	\$ 204.75
Rental arrears	\$ 299.00
Filing fee	\$ 50.00
Total:	\$1,290.46

I order the landlord to retain the \$450.00 security deposit in partial satisfaction of the claim and I grant her a monetary order under section 67 for the balance of \$840.46. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order for \$840.46 and will retain the security deposit.

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 09, 2015

Residential Tenancy Branch

