



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, MNSD, MND, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss; for a monetary Order for damage; to keep all or part of the security deposit; and to recover the fee for filing this Application for Dispute Resolution.

The Landlord stated that on October 07, 2014 the Application for Dispute Resolution, the Notice of Hearing, 5 pages of evidence, and 55 photographs the Landlord wishes to rely upon as evidence were sent to the Tenant, via registered mail, at the service address noted on the Application. The Landlord stated that this service address was provided to the Landlord by the Tenant, via registered mail.

The Advocate for the Tenant stated that the service address is his business mailing address and it was provided as a service address by the Tenant. He acknowledged receipt of the Landlord's evidence and it was accepted as evidence for these proceedings.

The Tenant submitted 12 pages of evidence to the Residential Tenancy Branch on April 30, 2015. The Advocate for the Tenant stated that this evidence was mailed to the Landlord's service address on April 30, 2015. He cited a Canada Post tracking number that corroborates this testimony. The Landlord stated that this evidence has not been received.

As Canada Post does sometimes makes mistakes and I have no reason to discount the Landlord's testimony that the Landlord did not receive the Tenant's evidence package, I determined that the hearing should be adjourned for the purposes of providing the Tenant with the opportunity to re-serve his evidence package.

The hearing was reconvened on July 07, 2015 and was concluded on that date. At the hearing on July 07, 2015 the Landlord stated that she received the Tenant's evidence

package on May 12, 2015. As this package was received by the Landlord, it was accepted as evidence for these proceedings.

At the hearing on July 07, 2015 the Advocate for the Tenant stated that the Tenant is not with him; he has received no instructions from the Tenant; and he wishes to withdraw from the proceedings. The Advocate did not participate in the hearing on July 07, 2015 and the Tenant was unrepresented at the hearing on July 07, 2015.

Issue(s) to be Decided

Is the Landlord entitled to compensation for damage to the rental unit?
Is the Landlord entitled to retain all or part of the security deposit?

Background and Evidence

At the hearing on July 07, 2015 the Landlord stated that:

- this tenancy began approximately two years ago;
- at the end of the tenancy the Tenant was required to pay monthly rent of \$750.00 by the first day of each month;
- the Tenant paid a security deposit of \$375.00 on an unknown date;
- the tenancy ended on September 30, 2014, although the Tenant did not vacate until October 01, 2014; and
- the Tenant mailed a forwarding address to the Landlord which the Landlord received sometime in September of 2014

The Landlord is seeking compensation, in the amount of \$234.53, for cleaning the rental unit, which includes \$160.00 for cleaning and \$74.53 for disposal costs. The Landlord submitted receipts to show these expenses were incurred

The Landlord stated that the rental unit was in clean condition at the start of the tenancy and that it required significant cleaning at the end of the tenancy. The Landlord submitted photographs that the Landlord contends demonstrates the condition of the rental unit at the end of the tenancy. These photographs show the rental unit required significant cleaning and that property was left in the rental unit.

The Landlord is seeking compensation, in the amount of \$189.70, for repairing the stove. The Landlord submitted an invoice to show this expense was incurred

The Landlord stated that the stove was approximately two years old at the start of the tenancy and that it was in good condition. The Landlord stated that the stove was dirty at the end of the tenancy; the electrical plug at the front of the stove was burned; and one of the elements was badly burned. She stated that she believes oil was spilled on the top of the stove, which contributed to the damage. The Landlord submitted photographs of the damage to the stove.

Analysis

On the basis of the undisputed evidence, I find that the Tenant failed to comply with section 37(2) of the *Residential Tenancy Act (Act)* when he failed to leave the rental unit in reasonably clean condition. I therefore find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*, which in these circumstances is \$234.53 for cleaning.

On the basis of the undisputed evidence, I find that the Tenant failed to comply with section 37(2) of the *Act* when he failed to repair the stove that was damaged during the tenancy. I therefore find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*, which in these circumstances is \$189.70 to repair the stove.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$474.53, which is comprised of \$424.23 in damages and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to retain the security deposit of \$375.00 in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the amount \$99.53. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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: July 07, 2015

Residential Tenancy Branch

