



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ROYAL LEPAGE WOLSTENCROFT REALTY
and [tenant name suppressed to protect privacy]

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 for damages to the property;
- b) To retain the security deposit to offset the amount owing; and
- c) An order to recover the filing fee pursuant to Section 72.

SERVICE

Both parties attended and the tenant acknowledged receipt of the landlord's Application for Dispute Resolution by registered mail. I find that the tenant is served with the Application according to section 89 of the Act.

Issue(s) to be Decided:

Has the landlord has proved on a balance of probabilities that the tenant damaged the property, that it was beyond reasonable wear and tear the cost of repair? Is the landlord entitled to recover the filing fee?

Background and Evidence:

Both parties were attended the hearing and were given opportunity to be heard, to present evidence and to make submissions. It is undisputed that the tenancy commenced in May 2013, that monthly rent is \$1400 and a security deposit of \$700 was paid. The landlord said that the tenant vacated on September 11, 2014 but did not pay rent for September. The tenant said he actually vacated on September 1, 2014 but did not return keys to the landlord until September 11, 2014 when he did and signed the move out condition inspection report.

The landlord notes that the tenant had signed permission on the report for the landlord to deduct for cleaning, repair of screens and for missing fobs. The tenant said the cleaning invoice shows it was not done until 3 months after he moved and he received no response concerning his security deposit and the charges. The landlord said they were not able to re-rent until December 2014 and the cleaning was done over a period

of time and the invoice provided later. She said there was no increased cleaning required.

The landlord claims as follows:

\$1400 for unpaid rent in September

\$525 for cleaning costs

\$184 to replace damaged screens that were 5 years old at move-out

\$100 to replace missing fobs

\$75 for at least three late fees owed.

The tenant has filed an Application for the return of his security deposit to be heard on August 14, 2015.

In evidence are invoices to support the amounts claimed, the condition inspection reports, a rent ledger, a letter re. move out date, a Notice to End Tenancy for cause, the tenancy agreement and registration receipts. The tenant provided no documents to dispute the claim. On the basis of the documentary and solemnly sworn evidence, a decision has been reached.

Analysis

Monetary Order

Awards for compensation are provided in sections 7 and 67 of the *Act*. Accordingly, an applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did whatever was reasonable to minimize the damage or loss.

The onus is on the landlord to prove on the balance of probabilities the claim. I find the weight of the evidence is that the tenant did not turn back possession of the unit until September 11, 2014 so I find him liable for payment of September 2014 rent in the amount of \$1400.

I find cleaning and repairs were needed after he vacated. I find he authorized the landlord to deduct amounts for cleaning, repairs to screens and to replace missing fobs from his security deposit. I find that the total amount for these three items is more than his security deposit so he would be entitled to no refund based on his permission to

deduct these costs from his security deposit. His security deposit will be used in the calculation of the amount owed to the landlord.

I find the weight of the evidence is that the landlord is entitled to recover \$525 for cleaning costs, \$100 for missing fobs and \$75 for late fees. The landlord's evidence is well supported by invoices, the condition inspection reports and the rental ledger and tenancy agreement. I find the damaged screens were new in 2009 so were 5 years old at the end of the tenancy. Residential Policy Guideline 40 assigns a useful life to building elements which is designed to account for reasonable wear and tear. I find windows are assigned a useful life of 20 years so these damaged screens had 66.6% of their useful life remaining; I find the landlord entitled to recover \$122.66 for the useful life remaining.

Conclusion:

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

Calculation of Monetary Award:

September 2014 unpaid rent	1400.00
Cleaning	525.00
Screen Allowance	122.66
Missing fobs	100.00
Late fees	75.00
Filing fee	50.00
Less security deposit(no interest 2013-15)	-700.00
Total Monetary Order to Landlord	1572.66

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 30, 2015

Residential Tenancy Branch

