



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

For the tenant: MNSD
For the landlord: MND, FF

Introduction

This hearing was convened as a result of the cross applications of the parties for dispute resolution under the Residential Tenancy Act (the "Act").

The tenant applied for a monetary order for a return of her security deposit, doubled.

The landlord applied for monetary compensation for alleged damage to the rental unit caused by the tenant and for recovery of the filing fee paid for this application.

The landlord attended the hearing; the tenant did not attend.

The landlord submitted documentary evidence that the tenant was served with his Application for Dispute Resolution and Notice of Hearing by registered mail on or about February 27, 2015. The landlord submitted that although the tenant had not provided a written forwarding address after the tenancy ended, the landlord used the service address listed in the tenant's application after he was served with that application.

Based upon the landlord's submissions, I accept that the tenant was served notice of this hearing by registered mail to an address provided by the tenant and therefore find that the tenant was served appropriately in a manner complying with section 89(1) of the Act. The hearing proceeded on the landlord's application in the tenant's absence.

Thereafter the landlord was provided the opportunity to present his evidence orally, refer to documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed the oral and written evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Procedural matter- In the absence of the tenant to present her claim, pursuant to section 10.1 of the Rules, I dismiss the tenant's application, without leave to reapply.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation for alleged damage to the rental unit and to recovery of the filing fee paid for this application?

Background and Evidence

The landlord submitted that this tenancy began on May 1, 2014, ended on or about November 30, 2014, monthly rent was \$550.00, and the tenant paid a security deposit of \$275.00 at the beginning of the tenancy.

The landlord's monetary claim is as follows:

Damaged screens	\$78.40
Damaged blind	\$77.25
Missing smoke alarm battery	\$4.74
A pull handle	\$4.83
3 missing bulbs	\$8.95
Other bulbs	\$15.39
Dent in fridge door	\$205.33
Fridge door	\$130.20
Cleaning	\$50.00

The landlord's relevant documentary evidence included, but was not limited to, a written tenancy agreement, quotes for the damaged screen door, the blind, the smoke alarm battery, the other bulbs, and the dent in the refrigerator door, a move-in condition and move-out inspection report, a statement about cleaning the rental unit, and digital evidence.

In support of his application, the landlord submitted that the tenant failed to properly clean the rental unit after she vacated, causing the landlord to attend to the cleaning, which took 5 hours.

The landlord submitted further that the tenant damaged the rental unit during the tenancy, for which the tenant should be responsible. The claim included damage to the screen, a blind, a pull handle, and a dent in the refrigerator door. The landlord confirmed that although new tenants are in the rental unit, as of shortly after this tenancy ended, he has not yet had the refrigerator door, screens, some bulbs, or the blind repaired or replaced.

The landlord submitted that he did replace the pull handle and some other bulbs.

Analysis

Under section 7(1) of the Act, if a landlord or tenant does not comply with the Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other party for damage or loss that results. Section 7(2) also requires that the claiming party do whatever is reasonable to minimize their loss. Under section 67 of the Act, an arbitrator may determine the amount of the damage or loss resulting from that party not complying with the Act, the regulations or a tenancy agreement, and order that party to pay compensation to the other party.

Section 37 of the Act requires a tenant who is vacating a rental unit to leave the unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all keys or other means of access that are in the possession and control of the tenant and that allow access to and within the residential property.

In the case before me, while I accept the landlord's undisputed evidence that the tenant has caused some damage beyond reasonable wear and tear, such as the blind, the screens and the refrigerator door, I find the landlord has not presented sufficient proof to substantiate that he suffered a loss. For instance, if the blind, screens, and refrigerator door have not been repaired or replaced in the 8 months since the tenancy ended and new tenants have begun residing in the rental unit, I am not convinced that the actions of the tenant have caused or will ever cause the landlord to suffer a loss as required by section 7.

Although I find the landlord has not shown that he has suffered a loss for the refrigerator door, the blind and screens, I do find that the landlord has proven that the tenant caused damage, and therefore find it appropriate to award the landlord a sum for nominal damages, as allowed under Residential Tenancy Branch Policy Guideline #16.

I therefore grant the landlord nominal damages of \$150.00 as they relate to the refrigerator, the screens and the blind.

I find the landlord submitted sufficient evidence to show that the tenant failed to replace 3 light bulbs, at a cost of \$8.95, and a pull handle, at a cost of \$4.83. I award the landlord recovery of \$13.78.

I find the landlord submitted sufficient evidence to show that the tenant did not leave the rental unit reasonably clean and that the landlord is entitled to \$50.00 for cleaning, as claimed.

I grant the landlord recovery of his filing fee of \$50.00.

Due to the above, I find the landlord is entitled to a total monetary award of \$263.78, comprised of nominal damages of \$150.00, \$13.78 for light bulbs and a pull handle, cleaning costs of \$50.00, and \$50.00 for recovery of the filing fee paid for this application.

I direct the landlord to deduct the amount of \$263.78 from the tenant's security deposit of \$275.00 in satisfaction of his monetary award of that amount.

As to the balance of the tenant's security deposit, or \$11.22, the landlord is allowed to retain this amount, as I have dismissed the tenant's application for the return of her security deposit.

Conclusion

The tenant's application is dismissed.

The landlord's application for monetary compensation is granted in part as he has been granted a monetary award of \$263.78, and directed him to retain the tenant's security deposit in satisfaction of that award. The landlord is also authorized to retain the balance of the tenant's security deposit, or \$11.22.

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: August 4, 2015

Residential Tenancy Branch

