



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 MNDC, MNSD, MND, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord filed under the Residential Tenancy Act (the “Act”), for a monetary order for damages to the unit and for an order to retain the security deposit in partial satisfaction of the claim.

The landlord’s agent attended the hearing. As the tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord’s agent testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail on July 16, 2015, a Canada post tracking number was provided as evidence of service. The agent indicated that the Canada post track history shows the package was successfully delivered on July 22, 2015.

I find that the tenant has been duly served in accordance with the Act.

The landlord’s agent appeared gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Issues to be Decided

Is the landlord entitled to monetary order for damages?

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

The tenancy began on August 15, 2014. Rent in the amount of \$1,600.00 was payable on the first of each month. The tenant paid a security deposit of \$800.00. The tenancy ended on June 30, 2015. Filed in evidence is a copy of the tenancy agreement.

A move-in and move-out condition inspection report was completed. Filed in evidence is a copy of the report.

The landlord claims as follows:

a.	Carpet cleaning	\$ 330.00
b.	Cleaning	\$ 467.72
c.	Repair damaged drywall	\$ 228.50
d.	Floor repair	\$ 55.00
e.	Electrical repair	\$ 55.00
f.	Filing fee	\$ 50.00
	Total claimed	\$1,186.27

Carpet cleaning

The landlord's agent testified that the tenant was required to clean the carpets at the end of the tenancy as specified in the tenancy agreement. The agent stated that the carpets were left dirty at the end of the tenancy and they had to pay to have them cleaned. The landlord seeks to recover carpet cleaning in the amount of \$330.00. Filed in evidence is a receipt.

Cleaning

The landlord's agent testified that the tenant did not clean the rental unit at the end of the tenancy. The agent stated there was juice sprayed on the floors, and walls of the kitchen and dining room. The agent stated that the bedrooms downstairs had pop running down on the walls. The agent stated it appeared that the children would wipe food over the walls. The agent stated that the rental unit is a large house and it took them 12 hours to clean the premises at the rate of \$35.00 per hour, plus cleaning supplies in the amount of \$47.72. The landlord seeks to recover the cost for cleaning the amount of \$467.72.

Repair damaged drywall

The landlord's agent testified that there was a hole in the drywall from someone kicking the wall. The agent stated that they had one of their employees make the repair, which consisted of patching, sanding and painting the hole. The landlord seeks to recover the cost of the supplies and labour in the amount of \$228.50.

Floor repair

The landlord's agent testified that there was new laminate flooring in one area of the rental unit and there were 4 thick gauges in the floor at the end of the tenancy. The agent stated that the damage was repaired by finding a colour that matched the floor and filling in the gauges the best they could. The agent stated that they had one of their maintenance workers make the repair, which took them one hour at the billable rate of \$55.00 per hour. The landlord seeks to recover the amount of \$55.00.

Electrical repair

The landlord's agent testified that an electrical repair was made, but there are not sufficient details in their notes to provide further information.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the landlord has the burden of proof to prove their claim.

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

How to leave the rental unit at the end of the tenancy is defined in Part 2 of the Act.

Leaving the rental unit at the end of a tenancy

37 (2) When a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

Normal wear and tear does not constitute damage. Normal wear and tear refers to the natural deterioration of an item due to reasonable use and the aging process. A tenant is responsible for damage they may cause by their actions or neglect including actions of their guests or pets.

Carpet cleaning

I accept the undisputed evidence of the landlord's agent that the tenant left the carpets dirty at the end of the tenancy. This is supported by the move-out condition inspection report. I find the tenant breached the Act, when they failed to clean the carpets at the end of the tenancy and this caused losses to the landlord. Therefore, I find the landlord is entitled to recover carpet cleaning in the amount of **\$330.00**.

Cleaning

I accept the undisputed evidence of the landlord's agent that the tenant failed to leave the rental unit reasonable cleaned, as the entire rental unit needed to be cleaned. This is supported by the move-out condition inspection report. I find the tenant breached the Act, when they failed to leave the rental unit reasonably cleaned and this caused losses to the landlord. I find the amount claimed reasonable as this is a large rental unit. Therefore, I find the landlord is entitled to recover the cost of cleaning and supplies in the amount of **\$467.72**.

Repair damaged drywall

I accept the undisputed evidence of the landlord's agent that the tenant caused damage to the wall, by someone kicking a hole in the drywall. I find the tenant breached the Act, when they failed to make the repair prior to the tenancy ending and this caused losses to the landlord. I find the amount reasonable to repair the drywall. Therefore, I find the landlord is entitled to recover the amount of **\$228.50**.

Floor repair

I accept the undisputed evidence of the landlord's agent that the tenant caused damage to the floor, by gauging the flooring. This is supported by the move-out condition inspection report. I find the tenant breached the Act, when they failed to make the repair prior to their tenancy ending and this caused losses to the landlord. I find the amount claimed is reasonable. Therefore, I find the landlord is entitled to recover the cost to make the repair to the floor in the amount of **\$55.00**.

Electrical repair

In this case, the landlord's agent was not able to provided sufficient evidence to support this portion of their claim. Therefore, I dismiss the landlord claim for electrical repairs due to insufficient evidence.

I find that the landlord has established a total monetary claim of **\$1,131.22** comprised of the above described amounts and the \$50.00 fee paid for this application.

I order that the landlord retain the security deposit of **\$800.00** in partial satisfaction of the claim and I grant the landlord an order under section 67 of the Act for the balance due of **\$331.22**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

Conclusion

The landlord is granted a monetary order and may keep the security deposit in partial satisfaction of the claim and the landlord is granted a formal order for the balance due.

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: December 04, 2015

Residential Tenancy Branch

