



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Pemberton Holmes
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MND, MNSD, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the "Act") for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for damages to the unit - Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord's evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not participate in the proceedings. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy started on August 21, 2014 and ended on July 31, 2015. Rent of \$1,800.00 was payable monthly. At the outset of the tenancy the Landlord collected \$900.00 as a security deposit. The Parties mutually conducted a move-in and move-out inspection and completed reports. The tenancy agreement provides for a late rent fee of \$25.00.

The Tenant failed to pay rent for July 2016. The Landlord claims \$1,800.00 plus \$25.00 in late fees.

The Tenant failed to clean the unit and the Landlord claims \$625.00 with invoices provided. The Tenant failed to clean the carpet and the Landlord claims \$157.50 with invoice provided. The Tenant failed to return the key to the unit, located on a rural property and the new tenants requested new locks. The Landlord claims \$253.57 for 4 locks, with invoice provided. These locks came with a set of keys however the Landlord cut more for itself and extra copies for the new tenants and claims the additional cost of \$18.42. The Tenant damaged a set of blinds and the Landlord claims the replacement costs of \$51.99 with invoice provided.

The Landlord states that the Tenant caused some damage to the unit over wear and tear. The Landlord states that an invoice sets out a global amount for repairs not caused by the Tenant and for the repairs caused by the Tenant. The invoice does not identify between the different repairs so the Landlord estimated what they considered to be a fair amount. The Landlord claims \$110.00.

The Landlord states that the Tenant left a dent in the freezer that caused aesthetic damage only. The Landlord states that the freezer was about 5 years old and the Landlord claims \$50.00 for depreciation. The Landlord did not provide any reduction or compensation to the new tenant for the damaged freezer.

The Landlord states that the Tenant failed to pay water bills and claims \$23.73 and \$68.11. The Landlord provided no bills for this claim.

Analysis

Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement whether or not the landlord complies with this Act, the regulations or the tenancy agreement. Given the tenancy agreement provision for rent and late fees and based on the Landlord's undisputed evidence of unpaid rent for July 2015 I find that the Landlord has substantiated an entitlement to **\$1,800.00** plus **\$25.00**.

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all the keys. Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Based on the Landlord's undisputed evidence I find that the Tenant failed to leave the unit clean and undamaged. Given the bills and invoices I find that the Landlord has substantiated the carpet and cleaning costs of **\$625.00** and **\$157.50**. Based on the Landlord's undisputed evidence I find that the Tenant failed to return the keys and in the circumstances the

Landlord had to replace the locks. Given the invoice I find that the Landlord is entitled to **\$253.57**. As the Landlord has already been reimbursed for the cost of the locks that include keys I dismiss the claim for extra keys. Based on the Landlord's undisputed evidence I find that the Tenant damaged the blinds. Given the invoice I find that the Landlord has substantiated an entitlement to **\$51.99**.

As the Landlord's costs claimed for the repairs made to the unit are based on an estimation I find that the Landlord has not determined the actual loss caused by the Tenant and I dismiss this claim. Although the freezer was aesthetically changed as the Landlord provided no evidence of loss or costs in relation to the freezer I dismiss this claim. As the Landlord provided no bills for the water claim I dismiss this claim.

As the Landlord's application has met with substantial success I find that the Landlord is entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$2,963.06**. Deducting the security deposit of **\$900.00** plus zero interest leaves **\$2,063.06** owed by the Tenant to the Landlord.

Conclusion

I Order the Landlord to retain the security deposit plus interest of \$900.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the remaining amount of **\$2,063.06**. If necessary, this order may be filed in the 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: March 17, 2016

Residential Tenancy Branch