



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC, FF, O

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord pursuant to the Residential Tenancy Act (the “Act”). Specifically, the Landlord seeks a monetary order for compensation for damage to the rental unit, an order permitting the Landlord to retain the security deposit in partial satisfaction of the claim, an order for compensation for damage or loss under the Act, and to recover the filing fee for the Application.

Only the Landlord and his advocate, S.L., appeared at the hearing. The Landlord provided affirmed testimony and was given the opportunity to present his evidence orally and in written and documentary form, and to make submissions to me.

Preliminary and Procedural Matters

The Landlord provided his solemn affirmation. His evidence was that he served the Tenants with the Notice of Dispute Resolution Proceeding, the Landlord’s Application for Dispute Resolution, and the evidence upon which he relies by registered mail to each Tenant on October 14, 2015. These documents were sent to the forwarding address provided by the Tenant R.T.B. on the Move-Out Condition Inspection Report. Pursuant to section 90 of the Act, documents served this way are deemed served 5 days later. I find the Tenants were duly served on October 19, 2015.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

Is the Landlord entitled to a monetary order granting compensation for damage to the rental unit?

Is the Landlord entitled to recover the filing fee for the Application?

Background and Evidence

The unchallenged oral evidence provided by the Landlord confirmed the tenancy commenced on a month-to-month basis on October 1, 2014. Rent in the amount of \$985.00 was due and payable on the first of each month. Pursuant to the tenancy agreement, the Tenant paid a security deposit of \$492.50.

The Landlord further confirmed the Tenant moved out of the rental unit on September 30, 2015, but that the rental unit was in need of cleaning and repair. The Landlord confirmed he wishes to be compensated for the cost of cleaning and repairs to the rental unit.

The Landlord submitted with his evidence a Condition Inspection Report (the "Report") signed by both parties. The Move-In inspection was conducted on September 28, 2014. The Report confirms the condition of the rental unit at the beginning of the tenancy was "as new throughout". The Move-Out inspection, conducted at the end of the tenancy, confirmed the condition of the rental unit at that time. A number of notations are made regarding the repairs, cleaning, and touch-up painting of the entry, the living room, the main bathroom, and the master bathroom at the end of the tenancy.

Receipts submitted by the Landlord in support of his claim to be reimbursed for carpet cleaning, window covering repairs, and drywall repairs and painting, total \$1,433.25.

Analysis

Based on the Landlord's affirmed testimony and documentary evidence, and on a balance of probabilities, I find as follows:

Section 67 of the Act permits me to order a party to pay compensation for damage or loss to the other for failing to comply with the Act, the regulations or a tenancy agreement.

Further, Section 37 of the Act requires vacating tenants to leave the rental unit reasonably clean and undamaged, except for reasonable wear and tear. I find the Tenants breached this section of the Act by leaving the rental unit unclean and with damages beyond reasonable wear and tear.

Furthermore, Policy Guideline #1 (the "Guideline") clarifies the responsibilities of the landlord and tenant regarding maintenance, cleaning, and repairs of residential properties. A tenant is required to maintain "reasonable health, cleanliness and sanitary standards". A tenant is generally responsible for cleaning and repair costs when the property does not meet that standard at the end of a tenancy. This includes cleaning of carpets and window coverings, and repair of walls.

In light of the above, and based on the undisputed documentary and oral evidence submitted, I find that the Landlord has established a total monetary claim of \$1,483.25,

comprised of a monetary award of \$1,433.25 and the \$50.00 fee paid by the Landlord for this application.

I order that the Landlord retain the security deposit of \$492.50 in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of \$990.75.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order in the amount of \$990.75.

This decision is final and binding on the parties, except as otherwise provided under the Act, and 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: April 21, 2016

Residential Tenancy Branch