



Dispute Resolution Services

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Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding PUPPY HOLDINGS INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNDC, MNSD, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for damage to the rental unit, and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover its filing fee for this application from the tenant pursuant to section 72.

The landlord's agent (the landlord) attended the hearing via conference call and provided undisputed affirmed testimony that the tenant was served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on November 24, 2015 and has proved direct testimony that the tenant signed in receipt of the package on December 6, 2015. The tenant did not attend or submit any documentary evidence. I accept the undisputed affirmed evidence of the landlord and find that the tenant has been properly served as per sections 88 and 89 of the Act. The tenant is deemed to have been served 5 days later as per section 90 of the Act.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for damage to the rental unit, for money owed for damage or loss and recovery of the filing fee?

Is the landlord entitled to retain all or part of the security deposit?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began September 1, 2008 on a fixed term tenancy ending on August 31, 2009 and then thereafter on a month-to-month basis as shown by the submitted copy of the signed tenancy agreement dated September 2, 2008. The monthly rent was \$1,125.00 payable on the 1st day of each month and later increased as a result of a notice of rent increase dated January 28, 2015 to \$1,145.00. A \$562.50 security deposit was paid on September 1, 2008.

The landlord stated that a condition inspection report for the move-in was completed on September 2, 2008, but that the tenant failed to attend and complete a condition inspection report for the move-out dated November 2, 2015.

The landlord seeks a monetary claim of \$906.38 which consists of:

\$44.63	Replacement of a missing showerhead, 3 lightbulbs and wood glue.
\$46.75	Labour for cleaning and re-hanging drapes (coin laundry, \$6.75 and \$20.00 for 2 hours of labour).
\$60.00	Labour to repair hardwood floors and ceramic tiles (\$20.00 for 3 hours).
\$80.00	Labour to remove many hooks from walls, cleaning the rental unit, removing adhesive take from floors, replace showerhead.
\$10.00	Miscellaneous cleaning supplies (cleaner, pads, paint thinner/acetone and paper towels).
\$645.00	Loss of Rental Income re: late notice (November 1-14).

The landlord has submitted in support of these claims:

- A signed tenancy agreement
- A notice of rent increase
- A handwritten notice to vacate on October 31, 2015 (received Oct 21/15) from the tenant.
- A typed letter dated October 21, 2015 for notice to vacate the rental unit from the tenant.
- A copy of the completed condition inspection report for the move-in dated September 2, 2008.
- A copy of the incomplete condition inspection report for the move-out dated November 2, 2015.
- A copy of HomeDepot Receipt for Replacement supplies.
- Copies of 67 photographs showing the condition of the rental unit.

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. In this case, the onus is on the landlord to prove on the balance of probabilities that the tenant caused the damage and that it was beyond reasonable wear and tear that could be expected for a rental unit of this age.

On this basis, I accept the undisputed affirmed evidence of the landlord and find on a balance of probabilities that the landlord has established the monetary claim for damage and compensation as claimed by the landlord. The landlord has provided undisputed evidence that the tenant damaged the rental unit requiring replacement/repairs of the rental unit. The landlord has also provided sufficient evidence of the monetary claim as filed through the submitted invoice/receipt and photographs for the replacement/repairs claimed. The landlord has established a monetary claim of \$906.38.

The landlord applied to keep the tenant's \$562.50 security deposit. I allow the landlord to retain the security deposit in partial satisfaction of the monetary award. No interest is payable over this period.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$50.00 filing fee paid for this application.

Conclusion

I issue a monetary order in the landlord's favour in the amount of \$393.88 under the following terms:

Item	Amount
Landlord's Monetary Claim	\$906.38
Offset Security Deposit	-562.50
Recovery of Filing Fee	50.00
Total Monetary Order	\$393.88

The landlord is provided with this order in the above terms and the tenant(s) must be served with this order as soon as possible. Should the tenant(s) fail to comply with this order, this order may be filed in the Small Claims Division of the Provincial Court and enforced as orders 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: June 21, 2016

Residential Tenancy Branch