



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Total Concept Developments Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MNR, MNDC, 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 compensation - 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 attend the hearing. 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 November 13, 2013 and ended on February 29, 2016. Rent of \$1,400.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$700 as a security deposit and \$250.00 as a pet deposit. The Parties mutually conducted both a move -in and move-out condition inspection with completed reports. The Tenant indicates it’s agreement on the move-out report that the report fairly represents the condition of the unit and it’s agreement for deductions of the

full amount of the security and pet deposit for outstanding rent. The Tenant provides it's forwarding address on the move-out report.

The Tenant failed to pay rent for January and February 2016 and the Landlord claims \$2,800.00.

The Tenant left the unit unclean and damaged and the Landlord claims as follows:

- \$450.00 for the cost of cleaning the unit, including the washing of all walls. It is noted that the move-out report notes all walls, except the bathroom as good;
- \$84.00 for the cost of cleaning the carpet. The move-out report notes the bedroom carpet as not shampooed; and
- \$63.38 as the cost of supplies. It is noted that the receipt for the costs includes costs for a smoke detector and a shower rod. The move-out condition report notes nothing about the smoke detector and that the shower rod is rusty. The Landlord indicates that the smoke detector should not be included in the claim and that the Tenants caused the rust on the shower rod.

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. Based on the undisputed evidence of the Landlord that rent was unpaid I find that the Landlord has substantiated an entitlement to **\$2,800.00**.

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. As the move-out report indicates that the walls of the unit, with the exception of the bathroom walls, were good I find that the Landlord has failed to substantiate the cleaning costs claimed. Given the move out report indicating that some of the unit was otherwise left unclean, I find that the Landlord has substantiated a

nominal amount of **\$100.00** for cleaning costs. Given the move out report noting the unclean state of the carpet I find that the Landlord has substantiated the claim for costs to clean in the amount of **\$84.00**. The move-out report notes that the shower rod was rusty and, despite the Landlord's statement of cause, I consider such rust to be normal wear and tear. As the supply costs being claimed include a shower rod and a smoke detector I find that the Landlord has not substantiated the claim for supplies and I dismiss this claim. It is noted that that Landlord did not itemize its claims with a monetary worksheet and did not set out its claims in detail in the application. As a result there were no clear amounts that could be identified for costs that were not dismissed on the supplies claim.

As the Landlord's application has been largely successful I find that the Landlord is entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$3,034.00**. Deducting the combined security and pet deposit plus zero interest of **\$950.00** leaves **\$2,084.00** owed by the Tenant to the Landlord.

Conclusion

I Order the Landlord to retain security and pet deposit plus interest of **\$950.00** in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the remaining amount of **\$2,084.00**. 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: June 16, 2016

Residential Tenancy Branch