



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding EASYRENT REAL ESTATE SERVICES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MNR, FF

Introduction

This hearing dealt with cross applications. The landlord is seeking an order to retain the security deposit in satisfaction of the claim. The tenants have filed an application seeking the return of security deposit. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issue to be Decided

Is either party entitled to a monetary order as claimed?

Background, Evidence

The landlord's testimony is as follows. The tenancy began on September 1, 2012 and ended on October 31, 2015. The tenants were obligated to pay \$1875.00 per month in rent in advance and at the outset of the tenancy the tenants paid an \$832.50 security deposit. The landlord stated that the parties conducted move in and move out condition inspection reports together. The landlord stated that the tenants left the suite dirty that required the landlord to have it cleaned. The landlord stated that the tenant also left the patio dirty. The landlord stated that the fridge and stove and inside the cabinets was especially dirty. The landlord stated the suite had to be cleaned after the repairman finished the repairs due to the damage the tenants caused. The landlord stated that they tried to work with the tenant and is only seeking payment for half of the 9 hours it took to clean the suite and the full amount to clean the patio.

The landlord is also seeking the cost to repair the bathroom door that was left hanging on its hinges and causing the door casing to be damaged. The landlord is also seeking to have the cost of repairs to the bedroom door. The landlord stated that the door had holes, dents, and marks.

The landlord is applying for the following:

1.	Patio Cleaning	\$173.25
2.	Suite Cleaning	\$126.00
3.	Repair door hinges, and casing	\$105.00
4.	Repair Bedroom door, holes, dents marks	\$110.25
5.	Filing fee	\$50.00
6.		
	Total	\$564.50

The tenant gave the following testimony. The tenant stated that she agrees with the patio cleaning. The tenant stated that she agrees that the landlord had to do some extra cleaning in the suite for the fridge and stove but should only be given two hours' worth of labour to cover the costs. The tenant stated that she felt she left the unit "satisfactorily clean" as is required. The tenant disputes both of the claims about the doors. The tenant stated that it can be attributed to just general wear and tear and that there was no intentional damage to the doors.

Analysis

Section 67 of the Act states that when a party makes a claim for damage or loss the burden of proof lies with the applicant to establish their claim. **To prove a loss the applicant must satisfy all four of the following four elements:**

1. Proof that the damage or loss exists,
2. Proof that the damage or loss occurred due to the actions or neglect of the other party in violation of the Act, Regulation or tenancy agreement,
3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage, and
4. Proof that the applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

Patio Cleaning – 173.25

The tenant agrees with this claim, accordingly, the landlord is entitled to \$173.25

Suite Cleaning - \$126.00

The landlord stated that the suite required 9 hours to clean but is only seeking to have the tenant pay half. The landlord stated that the cabinets, fridge and stove were especially dirty. The landlord submitted photos, the condition inspection report and receipt to support their claim. The tenant stated that they felt that had cleaned the unit to a level that was acceptable and disputed anything beyond the fridge and stove. The tenant did not provide any disputing documentary evidence for consideration for this claim. Based on the documentary evidence submitted by the landlord I am satisfied that they have provided sufficient evidence to support their claim and I further find that the landlord is entitled to \$126.00.

Damaged door, hinges, and casing \$105.00

The landlord stated that the door required patching that cost \$50.00 and the frame repair that cost \$50.00 plus taxes. The landlord stated that this far exceeded wear and tear. The landlord submitted photos, receipt and condition inspection report to support their claim. The tenant stated that the door had minimal damage that could be attributed to normal wear and tear and shouldn't be responsible for this claim. The tenant did not provide any disputing documentary evidence for consideration for this claim. Based on the documentary evidence submitted by the landlord I am satisfied that they have provided sufficient evidence to support their claim and I further find that the landlord is entitled to \$105.00.

Damaged Bedroom Door - \$110.25

The landlord stated that there were holes, dents, and marks on the door that were definitely man made and that it was abuse as opposed to wear and tear. The landlord stated that the door required patching, filling and painting. The landlord submitted photos, receipt and condition inspection report to support their claim. The tenant stated that the door had minimal damage that could be attributed to normal wear and tear and shouldn't be responsible for this claim as she believes it was pre-existing damage. The tenant did not provide any disputing documentary evidence for consideration for this claim. Based on the documentary evidence submitted by the landlord I am satisfied that they have provided sufficient evidence to support their claim and I further find that the landlord is entitled to \$110.25

As the landlord has been successful in this application they are entitled to the recovery of the \$50.00 filing fee.

Conclusion

The landlord has established a claim for \$564.50. I order that the landlord retain \$564.50 from the security deposit in full satisfaction of the claim. I order the landlord to return the remaining \$268.00 of the deposit to the tenant. I grant the tenant an order under section 67 for the balance due of \$268.00. 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 09, 2016

Residential Tenancy Branch