



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding LI-CAR MANAGEMENT GROUP  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNR, 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 unpaid rent, 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 the filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed that the landlord's agent (the landlord) served the tenant with the notice of hearing package via Canada Post Registered Mail on March 10, 2016. I accept the undisputed affirmed evidence of both parties and find that the tenant was properly served with the notice of hearing package via Canada Post Registered Mail on March 10, 2016 as per section 89 of the Act. The tenant is deemed to have received it 5 days later as per section 90 of the Act.

The tenant provided undisputed affirmed evidence that he did not submit any documentary evidence. Both parties confirmed that the landlord provided an initial documentary evidence package with the notice of hearing package. The landlord provided affirmed testimony that a second documentary evidence package of 61 photographs was sent to both the tenant and the Residential Tenancy Branch on March 15, 2016. The landlord clarified that this package was returned as "unclaimed" after Canada Post attempted to serve it to the tenant. The tenant confirmed that he did not claim this package. I find based upon the undisputed affirmed evidence of both parties that the landlord has properly served the tenant with the submitted documentary

evidence as per sections 88 of the Act. Although the tenant did not claim the documentary evidence package, the tenant is deemed to have received it 5 days later as per section 90 of the Act.

During the hearing the hearing the tenant indicated that he was no longer at his last provided mailing address as indicated on the landlord's application for dispute. The tenant confirmed that he could be served via his parents mailing address. As such, the tenant's mailing address would be amended for this address change.

### Preliminary Issue(s)

During the hearing the landlord requested that she wished to cancel the following portions of her monetary claim from the monetary worksheet.

#5	\$27.50	½ hour labour replace two passage knobs
#7	\$110.00	2 hours labour change 2 locks
#8	\$55.00	1 hour labour reattached towel bar/screendoor/floor register
#10	\$31.34	2 passage knobsets

As such no further action is required for these portions of the landlord's monetary claim. The landlord's monetary claim is amended from \$1,934.46 to \$1,710.62.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order for damage to the unit, site or property, for unpaid rent, for money owed or compensation for damage or loss and recovery of the filing fee?

Is the landlord entitled to retain all or part of the pet damage and security deposits?

### 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 originally began on September 1, 2012 with the tenants, J.S. and C.J. The tenant, G.P. began his tenancy on April 15, 2013 on a month-to-month basis as shown

by the submitted copy of the signed tenancy agreement dated April 15, 2013. The monthly rent is \$900.00 payable on the 1<sup>st</sup> day of each month. A security deposit of \$450.00 was paid on August 27, 2012 and a pet damage deposit was paid on November 8, 2011. A condition inspection report for the move-in was completed by both the original tenants on September 1, 2012. A condition inspection report was completed by the landlord only February 29, 2016 as the tenant failed to attend the scheduled inspection.

The landlord seeks an amended monetary claim of \$1,710.62 which consists of:

\$911.00	March 2016 Rent/Loss of Rental Income
\$350.00	Cleaning Charge for 10 hours at \$35 per hour
\$87.50	Cleaning Supplies
\$55.00	1 hour labour at \$55/hr re-attachment of towel bar, screen door and floor register
\$27.50	½ hour labour at \$55/hr replace two globe lightshades
\$94.50	Carpet Cleaning, Sparkle Kleen
\$85.12	Deadbolt Replacement (x2), Trident Mobile Locksmiths Ltd.
\$100.00	Tow Abandoned Truck, Conn Core Towing

The landlord provided affirmed testimony that the tenant provided written notice to vacate the rental premises on February 1, 2016 to vacate the rental unit on February 29, 2016. The landlord stated that on February 29, 2016 the tenant failed to attend the scheduled condition inspection report for the move-out. The landlord stated that the condition inspection report was conducted in the tenant's absence. The tenant confirmed in his direct testimony that because of personal issues, he had to leave and did not contact the landlord. The landlord claims that the tenant vacated the rental unit leaving it dirty and damaged requiring repairs and cleaning.

The tenant confirmed that written notice was given to the landlord on February 1, 2016 as he was unable to do so on January 30, 2016. The tenant stated that because of ongoing personal issues he was unable to deal with organizing and communicating with the landlord over vacating the rental unit. The tenant provided testimony that he agrees that cleaning was necessary as he did leave the rental unit dirty, but disputes the landlord's monetary amount, questioning it as no receipts have been provided. The tenant stated that the costs being claimed by the landlord seemed excessive, but was not able to provide any details or elaborate.

The landlord also relies upon:

Invoice dated March 1, 2016 for \$85.12 for 2 deadbolts

61 photographs of the rental unit at the end of tenancy:

Abandoned vehicle left by tenant, garbage left on rental property, dirty carpets and personal belongings left by tenant, dirty washer, dirty refrigerator full of food, dirty oven, dirty stove, dirty sink, chipped kitchen countertop, damaged bedroom blinds, missing lightcover, dirty bathroom, bathtub grab bar detached and a missing bathroom towel bar.

### 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.

The landlord has provided in support of his claims 61 photographs showing the damage and the state of the rental premises at the end of the tenancy. This is further supported by the completed condition inspection report for the move-in and the incomplete condition inspection report for the move-out completed by the landlord only. The tenant only disputed the landlord's claim regarding the towing of an abandoned vehicle. The tenant only disputed that the monetary amounts on the majority of the claims were excessive. The tenant did not provide any details or elaborate on his claims that the monetary claims were excessive. In this case, I accept the claims of the landlord that the tenant left the rental premises dirty and damaged based upon the above undisputed evidence. On this basis, I grant the landlord a monetary claims totalling, \$1,610.62 for:

\$911.00	March 2016 Rent/Loss of Rental Income
\$350.00	Cleaning Charge for 10 hours at \$35 per hour
\$87.50	Cleaning Supplies
\$55.00	1 hour labour at \$55/hr re-attachment of towel bar, screen door and floor register
\$27.50	½ hour labour at \$55/hr replace two globe lightshades
\$94.50	Carpet Cleaning, Sparkle Kleen
\$85.12	Deadbolt Replacement (x2), Trident Mobile Locksmiths Ltd.

However, the tenant has disputed the landlord's claim of \$100.00 for the cost of removing an abandoned vehicle. The landlord has submitted in support of this claim photographs of a vehicle on the property, but not an invoice/receipt for the towing of the vehicle. As such, I find that the landlord has failed to provide sufficient evidence to support the claim of a towing charge for an abandoned vehicle. This portion of the landlord's claim is dismissed.

The landlord applied to keep the tenant's \$450.00 security and the \$375.00 pet damage deposits. I allow the landlord to retain the combined security and pet damage deposits of \$825.00 in partial satisfaction of the monetary award. No interest is payable over this period.

As the landlord was substantially successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application.

### Conclusion

I issue a monetary order in the landlord's favour in the amount of \$885.62 under the following terms:

<b>Item</b>	<b>Amount</b>
Unpaid Rent/Loss of Rental Income, March 2016	\$911.00
Cleaning Charge, 10 hours at \$35/hr.	350.00
Cleaning Supplies	87.50
Labour: towel bar, screen door and floor register	55.00
Labour: replace lightshades	27.50
Carpet Cleaning	94.50
Deadbolt Replacement (x2)	85.12
Offset Security/Pet Deposits	-825.00
Recovery of Filing Fee	100.00
<b>Total Monetary Order</b>	<b>\$885.62</b>

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: July 11, 2016

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Residential Tenancy Branch