



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DEVON PROPERTIES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR MND MNDC MNSD FF

Introduction:

Only the applicant landlord attended the hearing. They gave sworn evidence that they served the Application on March 15, 2017 and they found signed receipt on the Postal website. I find the tenant was legally served pursuant to section 89 of the Act. The landlord applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Sections 7, 46 and 67 for unpaid rent and damages;
- b) To retain the security deposit to offset the amount owing; and
- c) An order to recover the filing fee pursuant to Section 72.

Issue(s) to be Decided:

Has the landlord has proved on a balance of probabilities that the tenant damaged the property, that it was beyond reasonable wear and tear and the cost of repair? Is the landlord entitled to recover the filing fee?

Background and Evidence:

The tenant did not attend the hearing although served with the Application/Notice of Hearing. The landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The landlord stated that the tenancy commenced May 1, 2012, a security deposit of \$377.50 was paid and rent is \$755 a month. The tenant vacated after giving notice on February 29, 2016 but did not pay the balance of \$570 owed for rent for February 2016. A rental ledger is in evidence.

The landlord also claims \$322 for cleaning the suite. The building manager gave evidence that the unit was left dirty and he had to clean the oven, the windows, drapes and many other items in the unit and also do some repairs. He said it took hours over a number of days. In evidence is a worksheet detailing his repairs and cleaning and a condition inspection report supporting the condition at move-out.

The landlord also claims \$89.25 for carpet cleaning and \$72 for drape cleaning. Invoices are provided to support these costs.

The tenant provided no documents and did not attend to dispute the claim. On the basis of the documentary and solemnly sworn evidence, a decision has been reached.

Analysis

Monetary Order

I find that there are rental arrears in the amount of \$570 for February 2016.

Awards for compensation are provided in sections 7 and 67 of the *Act*. Accordingly, an applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did whatever was reasonable to minimize the damage or loss.

Director's orders: compensation for damage or loss

67 Without limiting the general authority in section 62 (3) [*director's authority respecting dispute resolution proceedings*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

Section 67 of the Act does *not* give the director the authority to order a respondent to pay compensation to the applicant if damage or loss is not the result of the respondent's non-compliance with the Act, the regulations or a tenancy agreement.

The onus is on the landlord to prove on the balance of probabilities that there is damage caused by this tenant, that it is beyond reasonable wear and tear and the cost to cure the damage. Section 37 of the Act provides a tenant must leave the unit clean, tidy and undamaged at the end of the tenancy, except for reasonable wear and tear. I find the landlord's evidence credible that the tenant violated section 37 of the Act as the unit was left dirty and in need of repair. The move-out report and the manager's evidence support this. I find the landlord entitled to recover \$322 for cleaning and repairs.

I find the landlord also entitled to recover \$89.25 for carpet cleaning and \$72 for drape cleaning. Invoices to support these amounts are in evidence.

Conclusion:

I find the landlord is entitled to a monetary order as calculated below and to retain the security deposit with interest to offset the amount owing. I find the landlord is also entitled to recover filing fees paid for this application.

Calculation of Monetary Award:

Rent arrears Feb. 2016	570.00
Cleaning & repair costs	322.00
Carpet cleaning	89.25
Drape cleaning	72.00
Filing fee	100.00
Less security deposit	-377.50
Total Monetary Order to Landlord	775.75

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 07, 2016

Residential Tenancy Branch