



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 353806 B.C. Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNSD, MND, FF

Introduction

This hearing was re-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 damage to the unit - 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.

The Tenant did not attend the hearing. The Tenant’s legal counsel states that the Tenant was unavailable for this hearing. The Tenant’s legal counsel was given opportunity to speak to the Tenant’s submissions and to make argument. No evidence other than that set out in the submissions was provided on behalf of Tenant. The Landlord was given full opportunity under oath 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 Landlord does not have a written tenancy agreement and does not know when the tenancy started. The Tenant made no submissions as to when the tenancy started. There is no dispute that the tenancy ended on June 30, 2015, that rent of \$850.00 was payable on the first day of each month and that the Landlord collected \$425.00 as a

security deposit and \$425.00 as a pet deposit. There is no dispute that no move-in condition report was completed. There is no dispute that the Tenant did not provide a forwarding address. Even if the Tenant did provide a forwarding address Tenant's legal counsel waives any right to return of double the security and pet deposit.

The Landlord states that the Tenant paid \$740.00 in cash for June 2015 rent and the Landlord claims the remaining amount of \$110.00. The Landlord states that no receipt was given to the Tenant for this payment and the Landlord is not sure who collected this rental amount. The Landlord provides a deposit slip summary but no accounting such as a report of rents paid over the tenancy. The Landlord states that the reconciliation report submitted as evidence does not belong with the Tenant but to another unit in another building. The Tenant's submissions indicate that the full rent was paid for June 2015.

The Landlord states that the Tenant's friend damaged the door during the tenancy and that the Tenant failed to make this repair. The Landlord states that the door is about 3 or 4 years old. The Landlord claims \$600.00 for the cost to replace the door. The Landlord provided invoices for the cost claimed. The Tenant made no submissions in relation to damage to the door.

The Landlord states that the Tenant failed to clean the kitchen drawers and claims \$54.00. The Landlord provided photos of a couple of drawers and an invoice for 2 hours of work. The Tenants submissions indicate that the unit was cleaned at the end of the tenancy. The Landlord provided no move-out condition report indicating any items left unclean.

The Landlord states that the Tenant left a mattress behind that required removal. The Landlord provides a photo and an invoice. The Tenant makes no submissions specifically on the mattress.

Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. This section further requires a claiming party to do whatever is reasonable to minimize the loss claimed. Given the evidence that accounting is done for other tenants I find that accounting evidence would likely have been available to support the Landlord's claim for unpaid rent. Given that the Landlord has not provided any such evidence for this claim, that the Landlord has no evidence of who collected the rent for June 2015, that the Landlord provided no copy of any receipt for amount that the Landlord states was collected and considering the Tenant's evidence that all rent was paid for June 2015 I find that the Landlord has not substantiated its claim for unpaid rent and I dismiss this claim.

Policy Guideline #40, Useful Life of Building Elements, sets out the useful life of a door at 20 years. Given the Landlord's evidence of the age of the door I find that the door had 16 years of useful life remaining. Based on the undisputed evidence that the Tenant's guest damaged the door and considering the supported costs claimed I find that the Landlord has substantiated an entitlement to a proportionate amount (16/20) for the costs to replace the door of **\$480.00**.

Given the lack of a move-out considering report indicating that cleaning was required beyond minimal cleaning of a couple of drawers, as shown in the photos, I find that the Landlord has claimed an excessive amount and I dismiss the claim for cleaning costs.

Given the Landlord's photo and invoice I find that the Landlord has substantiated that the Tenant left a mattress. I find therefore that the Landlord has substantiated its claim to **\$80.00**.

As the Landlord's application has had merit I find that the Landlord is entitled to recovery of the \$50.00 filing fee for a total entitlement of **\$610.00**. Deducting this

amount from the combined security and pet deposit plus zero interest of **\$850.00** leaves **\$240.00**. I order the Landlord to return this amount to the Tenant forthwith.

Conclusion

I Order the Landlord to retain \$610.00 from the security deposit plus interest of \$850.00 in full satisfaction of the claim.

I grant the Tenant an order under Section 67 of the Act for **\$240.00**. 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: August 26, 2016

Residential Tenancy Branch