



Dispute Resolution Services

Page: 1

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

MND 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 and for damage to the unit 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 and were given a full opportunity to be heard, to present their sworn testimony, and to make submissions. The tenant confirmed receipt of the landlord's Application for Dispute Resolution, Notice of Hearing and evidentiary package.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent and for damage?

Is the landlord entitled to retain all or a portion of the tenant's security deposit?

Is the landlord entitled to recover the filing fee for this application?

Background and Evidence

This tenancy began on April 18, 2012. The monthly rental amount was \$1500.00. The landlord testified that she continues to hold the tenant's \$750.00 security deposit paid on March 14, 2012. The tenant vacated the rental unit on December 15, 2015 and provided a forwarding address on December 31, 2015. On January 13, 2016, the landlord applied to retain the security deposit and recover the cost for end of tenancy damage by the tenant.

The landlord provided sworn undisputed testimony that a condition inspection report was prepared when the tenant moved in and when the tenant moved out. The landlord submitted copies of the reports. The move-out report indicates that the patio needs cleaning and that there were stains in the bedroom floors, walls and blinds. The report also indicates that the blinds need cleaning and the cupboards in the kitchen were not clean. The report refers to minor damage; closet door off tracks, chipped cupboard door and small dents, chips in paint. The report also indicates a deduction of the return of the tenant's security deposit for; "strata fee" (\$50.00); carpet cleaning (\$99.00); blind cleaning (\$100.00); patio cleaning (\$100.00). The

tenant did not sign the move-out inspection report. The landlord testified that the amounts provided were estimates.

The landlord testified that, at the end of the tenancy, the rental unit was very dirty and that the carpet was stained. She also testified that there was a dent in the refrigerator door. The landlord testified that the tenant did not return the visitor's parking pass for the residence. The landlord described the tenant as disrespectful for failing to clean or pay outstanding strata fines. The landlord submitted letters from the strata documenting unpaid fines incurred by the tenant.

The landlord submitted photographic evidence to show that the rental unit was left un-cleaned. The landlord testified, supported by the photographic evidence that the patio to the rental unit was extremely dirty and needed to be cleaned. She testified that the blinds in the unit required cleaning. She conceded that they had not been cleaned very well at the tenant's move-in.

The landlord sought to recover the cost of the visitor's parking pass (\$50.00) as well as the cost of the outstanding strata fines (\$150.00).

The landlord made a total monetary claim as follows,

Item	Amount
Cleaning Rental Unit (4 hours)	\$126.00
Carpet Cleaning	103.95
Patio Cleaning	157.50
Blind Cleaning	105.00
Strata Fines	150.00
Visitor's Parking Pass	50.00
Total Monetary Order Sought by LL	\$692.45

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 landlord was able to provide condition inspection reports from move-in and move-out as well as photographic evidence of the state of the rental unit at the end of the tenancy. This evidence, in addition to compelling testimony by the landlord allow me to make a determination with respect to the landlord's claim. While I do not discount the testimonial

response of the tenant, I note that he was unable to provide evidence to support his position that he cleaned, hired a carpet cleaning and that he returned the visitor's pass. As well, the testimony that the strata had made a mistake with respect to their fines and had reversed them was not supported by sufficient evidence.

I find that the landlord has shown, with testimony and photographic evidence that the rental unit required cleaning at the end of the tenancy. I find that the landlord is entitled to recover \$126.00 towards the cost of cleaning.

I find that the landlord has shown with her testimony, documentary and photographic evidence that the carpets required cleaning and therefore I find that the landlord is entitled to recover \$103.95 towards the cost of carpet cleaning.

I find that the landlord has shown that the patio required extra cleaning as a result of the tenant's treatment or neglect of the patio during his tenancy. Therefore, I find the landlord is entitled to recover the cost of patio cleaning in the amount of \$157.50.

I find that the landlord is entitled to recover partial compensation for blind cleaning. I note that the blinds were not new at move-in and they were not marked as clean on the condition inspection report. I note that the landlord provided a larger invoice for blind cleaning and discounted the amount to 30% of that total as the tenant's cost. Therefore, I find that the landlord is entitled to recover \$105.00 for blind cleaning.

I find that the landlord provided sufficient evidence in testimony and in documentary evidence to support her claim that the tenant is responsible for outstanding strata fines. Therefore, the landlord is entitled to recover \$150.00 towards strata fines unpaid by the tenant.

I find that the landlord has satisfied me with her testimony and the documentary materials indicating she was required to purchase another visitor's parking pass as an indication that the tenant failed to return the visitor's parking pass. Therefore, I find that the landlord is entitled to \$50.00 for the cost of the parking pass.

Pursuant to section 72(2), I find that the landlord is entitled to retain the tenant's security deposit in satisfaction of a monetary award for the above damages. I also find that the landlord is entitled to recover the filing fee for this application given that she has been successful in her application.

I find that the landlord is entitled to recover

Item	Amount
Cleaning Rental Unit (4 hours)	\$126.00
Carpet Cleaning	103.95
Patio Cleaning	157.50

Blind Cleaning (partial compensation)	105.00
Strata Fines	150.00
Visitor's Parking Pass	50.00
Less Security Deposit	-750.00
Recovery of Filing Fee for this Application	100.00
Total Monetary Order Sought by LL	\$42.45

Conclusion

I allow the landlord to retain the tenant's security deposit towards the monetary amount owed to the landlord.

I grant the landlord a monetary order in the amount of \$42.45.

The landlord is provided with these Orders in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant fail to comply with these Orders, these Orders 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: September 13, 2016

Residential Tenancy Branch