



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOLLYBURN ESTATES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNDC, FF, MNR, MNSD, O

Introduction

This hearing dealt with an application by the landlord for a monetary order, an order to recover the filing fee for this application and an order to retain the security deposit in partial satisfaction of the claim. The landlord submitted documentary evidence that the tenants were served notice of this application and this hearing by registered mail on April 18, 2016. Canada Post tracking information was submitted in the Landlord's evidence. The tenants did not participate in the conference call or submit any documentary evidence for consideration. The landlord and their agents gave affirmed evidence.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence

The landlord's undisputed testimony is as follows. The tenancy began on January 1, 2015 and ended on April 1, 2016. The tenants were obligated to pay \$1495.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$747.50 security deposit. The landlords stated a condition inspection was conducted in writing at move in and move out, however the tenants did not participate in the move out inspection despite being given two opportunities to attend.

The landlord stated that the tenant caused minor damage to many parts of the unit as well as not cleaning it to a reasonable condition. The landlord stated that all of the work has been completed and that the invoices reflect the damage, repairs conducted and the cleaning involved. The landlord stated that the tenants also did not replace lightbulbs, return the laundry smartcard, the parking hangers or the keys.

The landlord is applying for the following:

1.	Replace lightbulbs	\$11.00
2.	Carpet cleaning	\$82.05
3.	Blind Cleaning	\$58.80
4.	Fridge/stove/range cleaning	\$102.00
5.	Suite cleaning	\$285.00
6.	Clean granite countertop	\$664.30
7.	Drapes	\$140.47
8.	Repair Damage to doors	\$540.00
9.	Smartcard	\$50.00
10.	Parking Hangers	\$40.00
11.	Keys and lock replacement	\$33.75
12.	Filing Fee	\$100.00
	Total	\$2107.37

Analysis

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 arguments are reproduced here. The principal aspects of the landlords claim and my findings are set out below.

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 submitted extensive evidence to support their claim, i.e. photos, condition inspection reports, receipts and undisputed oral testimony. Based on the above I find that the landlord is entitled to the amount as claimed \$2107.37.

Conclusion

The landlord has established a claim for \$2107.37. I order that the landlord retain the deposit of \$747.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1359.87. 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: September 21, 2016

Residential Tenancy Branch