



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding KORECKI REAL ESTATE SERVICES INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Code MNR, MND, MNSD, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for damages to the unit, for an order to retain the security deposit in full satisfaction of the claim and to recover the filing fee.

The landlord's attended the hearing. As the tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord's agent testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail sent on February 15, 2016 and successfully delivered on February 17, 2016. A Canada post tracking number was provided as evidence of service.

I find that the tenant has been duly served in accordance with the Act.

The landlord's agent appeared gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

### Issues to be Decided

Is the landlord entitled to monetary compensation for damages?  
Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

### Background and Evidence

The tenancy began on March 1, 2013. Rent in the amount of \$1,300.00 was payable on the first of each month. A security deposit of \$650.00 was paid by the tenant. The tenancy ended on February 1, 2016.

A move-in and move-out condition inspection report was completed. The landlord's agent indicated that the tenant's agent refused to sign the report, as they did not agree with it.

The landlord claims as follows:

a.	Strata Moving fee	\$ 50.00
b.	Cleaning fee	\$ 75.00
c.	Carpet Cleaning	\$ 131.25
d.	Replace light bulbs and touch up painting	\$ 157.50
e.	Re-key rental unit	\$ 82.11
f.	Filing fee	\$ 100.00
	<b>Total claimed</b>	<b>\$ 595.86</b>

The landlord's agent testified that the tenancy agreement states that the tenant is responsible to pay a moving fee. The agent stated this fee is required by the strata.

The landlord's agent testified that the tenant did not clean the oven, the mirrors were left dusty and the patio needed cleaning.

The landlord's agent testified that the tenant did clean the carpets at the end of the tenancy. The agent states as a result they had to pay to have the carpets cleaned.

The landlord's agent testified that they had to replace two light bulbs that were missing from the main bathroom. The agent stated that they also had to fill holes and touch up the paint as the tenant had installed shelving on two walls that left large holes when removed.

The landlord's agent testified that the tenant changed the locks without consent during the tenancy. The agent stated that the tenant returned two keys; however, they were uncertain if the tenants had cut any other keys that gave access to the unit. As a result they had to have the lock rekeyed.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard,

that is, a balance of probabilities. In this case, the landlord has the burden of proof to prove their claim.

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-comply landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

Under section 37 of the Act, the tenant(s) are/is required to return the rental unit to the landlord(s) reasonably clean and undamaged, except for reasonable wear and tear. Normal wear and tear does not constitute damage. Normal wear and tear refers to the natural deterioration of an item due to reasonable use and the aging process. A tenant is responsible for damage they may cause by their actions or neglect including actions of their guests or pets.

In this case, the tenant received the landlord's application for dispute resolution on February 17, 2016. The landlord's monetary claim was sufficiently detailed in their application. Therefore, as the tenant did not appear, I accept the tenant was not disputing the claim, as the application was unopposed.

I accept the evidence of the landlord's agent that the tenant failed to pay the moving fee. This fee is listed in the tenancy agreement. I find the tenant breached the tenancy agreement when they failed to pay the moving fee. Therefore, I find the landlord is entitled to recover the moving fee in the amount of **\$50.00**.

I accept the evidence of the landlord's agent that the tenant failed to clean the oven, dust the mirrors, and clean the patio. I find the tenant breached the Act, when they failed to leave the rental unit reasonable clean. Therefore, I find the landlord is entitled to recover the cleaning fees in the amount of **\$75.00**.

I accept the evidence of the landlord's agent that the tenant failed to clean the carpets at the end of the tenancy. Under the Residential Policy Guideline 1, which clarifies the rights and responsibilities of the parties for the premises under the Act, the tenant is expected to clean the carpets if vacating after a tenancy of one year. I find the tenant breached the Act, when they failed clean the carpets. Therefore, I find the landlord is entitled to recover the carpet cleaning fees in the amount of **\$131.25**.

I accept the evidence of the landlord's agent that the tenant changed the lock without their consent. Although the tenant returned two keys to the property owner, the landlord was unable to verify all keys were returned. I find the tenant breached the Act, when they changed the lock to the rental unit. Therefore, I find the landlord is entitled to recover the cost of rekeying the rental unit in the amount of **\$82.11**.

I find that the landlord has established a total monetary claim of **\$595.86** comprised of the above described amounts and the \$100.00 fee paid for this application.

I order that the landlord retain the above amount from the security deposit in full satisfaction of the claim. The landlord is ordered to return the balance of the security deposit in the amount of **\$54.14**, to the tenant forthwith.

Conclusion

The landlord is granted a monetary order and may keep a portion security deposit in full satisfaction. The landlord is order to return the balance due to the tenant forthwith.

Dated: September 26, 2016

---

Residential Tenancy Branch