



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Opal Building Systems Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes FF MND MNR MNSD

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order allowing retention of the security deposit in partial satisfaction of the claim. The landlord also seeks recovery of the filing fee for this application from the tenant. Both parties attended the hearing and had an opportunity to be heard.

### Issue(s) to be Decided

Is the landlord entitled to the requested orders

### Background and Evidence

This tenancy began on February 1, 2015. The tenancy agreement states that the tenancy was a fixed term lease that was to run from February 1, 2015 to January 31, 2016. However, the tenant vacated the rental unit before Christmas in December 2015. The rent was \$995.00 per month. The tenant paid a security deposit of \$497.50 at the start of the tenancy.

The tenant gave the landlord 12 post-dated cheques at the start of the tenancy. However, the tenant put a stop payment order on the cheque for January 2016 when she moved out in December.

The tenant testified that on December 1, 2015, she gave the landlord written notice that she was ending the tenancy and vacating the rental unit at the end of December.

The landlord testified that the tenant failed to properly clean the unit or have the carpets professionally cleaned at the end of the tenancy as required by the tenancy agreement and that the walls of the unit were scratched and damaged.

Move-in and move-out condition inspection reports were completed. However, the tenant testified that she only signed the move-out report because the landlord blocked her exit from the rental unit and said that he would only let her leave if she signed the move-out report. The tenant testified that she did not report this to the police. The landlord disputed the tenant's version of events and said he could not believe she was actually saying that he blocked her exit. The landlord said that her testimony in this regard was ``unbelievable``.

The landlord submitted invoices, a copy of the tenancy agreement and the condition inspection reports in support of his claim.

### Analysis

The landlord has made a monetary claim against the tenant comprised of the following:

Cleaning	\$212.50
Unpaid rent for January 2016	\$995.00
Wall repair and paint	\$236.25
Carpet cleaning	\$147.00
Filing fee	\$100.00
<b>TOTAL</b>	<b>\$1690.75</b>

I shall deal with each claim in turn.

Cleaning (\$212.50) – The landlord has submitted an invoice in respect of this claim which indicates that 8.5 hours of cleaning was needed in the rental unit. As well, the landlord submitted the move-out inspection report which was signed by the tenant and which specifies that cleaning throughout the unit was needed. I realize the tenant claims she signed the move-out report under duress but I am not satisfied, based on the testimony of the tenant overall, that the tenant is being truthful in this regard. As a result, I am satisfied that the landlord has established this portion of the claim.

Unpaid rent for January 2016 (\$995.00) – The landlord makes this claim on the basis first, that the tenant did not give one month's notice of her termination of the tenancy thus leaving her liable for the month of January; and second, on the basis that this was a fixed term lease also making her liable until the end of January. Either way, I agree with the landlord that the tenant is liable for the January rent. I advised the tenant at the end of the hearing that her December 1<sup>st</sup> notice to end the tenancy was not valid for an end date of December 31<sup>st</sup> and that she should have given notice by no later than

November 30<sup>th</sup>. Upon hearing this, the tenant quickly said that she had made a mistake and that she thinks she had given her notice in November. I advised her that I did not accept this sudden change in her testimony. In the result, I find that the landlord has established his claim for the January rent.

Wall repair and paint (\$236.25) – The landlord claims that the tenant damaged the walls in the unit in a manner that went beyond normal wear and tear. The landlord submitted an invoice for the repair work. Only a portion of the amount charged in the invoice is being claimed against the tenant. The full repair and repaint invoice is for \$472.50. The landlord is only claiming part of this amount. The tenant disputed this portion of the landlord's claim on the basis that the walls of the rental unit had scratches and dents in the walls at the outset. The tenant referred to the Move-in Condition Inspection Report which does show that the walls were somewhat damaged at the outset. The landlord acknowledged that the walls were somewhat damaged at the outset but that the tenant damaged them even further. In my view, in the absence of photos showing the condition of the walls at the outset and the condition at the end, it is impossible for me to determine precisely how much of the damage was done by the tenant. As a result, I am not satisfied that the landlord has proved this portion of his claim.

Carpet cleaning (\$147.00) – The tenant was required under Section 2.14 of the tenancy agreement to have the carpets professionally cleaned upon move out. The tenant did not comply with this requirement. The landlord submitted an invoice for the carpet cleaning. I am satisfied that his portion of the claim has been established.

Filing Fee (\$100.00) – Based on the outcome of this hearing wherein the landlord has been largely successful, I am satisfied that the landlord is entitled to recovery of the filing fee from the tenant in the amount of \$100.00

### Conclusion

I find that the landlord has established a total monetary claim of \$1,454.50 comprised of the items noted above. I order that the landlord retain the deposit and interest (\$0.00) of \$497.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$957.00. 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: October 3, 2016

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Residential Tenancy Branch