



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MND MNDC MNSD FF

### Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, received at the Residential Tenancy Branch on May 13, 2016 (the "Application"). The Landlord applied for the following relief pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage to the unit, site, or property;
- an order permitting the Landlord to retain all or part of the security deposit;
- a monetary order for money owed or compensation for damage or loss under the *Act*, regulations or a tenancy agreement;
- an order granting recovery of the filing fee.

The Landlord attended the hearing on her own behalf and provided her solemn affirmation. The Tenant did not attend the hearing.

The Landlord testified her Application, Notice of a Dispute Resolution Hearing and documentary evidence, were served on the Tenant by registered mail on May 19, 2016. The Tenant was served at the forwarding address provided to the Landlord during the move-out condition inspection. A Canada Post receipt was provided in support. Pursuant to section 90 of the *Act*, documents served in this manner are deemed to be received five days later. Accordingly, I find the Tenant is deemed to have received these documents on May 24, 2016.

In addition, the Landlord submitted a subsequent evidence package consisting of 30 pages of documentary evidence and 10 colour photographs by regular mail on June 17, 2016. Again, these documents were served on the Tenant at the forwarding address provided to the Landlord during the move-out condition inspection. Pursuant to section 90 of the *Act*, documents served in this manner are deemed to be received five days later. Accordingly, I find these documents are deemed to have been received by the Tenant on June 22, 2016.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

#### Issues to be Decided

1. Is the Landlord entitled to a monetary order for damage to the unit, site or property?
2. Is the Landlord entitled to an order permitting the Landlord to retain all or part of the security and pet damage deposits?
3. Is the Landlord entitled to a monetary order for money owed or compensation for damage or loss?
4. Is the Landlord entitled to an order granting recovery of the filing fee?

#### Background and Evidence

The Landlord submitted into evidence a copy of the written tenancy agreement between the parties. The tenancy agreement confirmed a fixed-term tenancy was in place for the period from June 1, 2015 to May 31, 2016. Rent in the amount of \$1,400.00 per month was due on the first day of each month. The Tenant paid a security deposit of \$600.00 and a pet damage deposit of \$600.00, which the Landlord holds pending the outcome of this hearing. Notwithstanding the terms of the fixed-term tenancy agreement, the parties agreed in writing to end the tenancy on April 30, 2016.

The Landlord made a number of claims which were conveniently summarized on a Monetary Order Worksheet. First, the Landlord claimed \$125.00 to replace a bathroom sink that was cracked during the tenancy. A photograph submitted by the Landlord depicts a large black crack in the sink. In addition, the Landlord submitted a copy of the Condition Inspection Report, which does not refer to any issues with the condition of the sink when the move-in condition inspection was completed. The Landlord submitted the work was completed as per the quote provided.

Second, the Landlord sought to be reimbursed \$65.00 for the cost to repair a baseball-sized hole in the garage wall that was caused by the Tenant. As above, a photograph of the damage and a quote was submitted. The Landlord confirmed the work had been completed.

Third, the Landlord submitted she is entitled to recover \$50.00 to replace a deck plank that was damaged while the Tenant was moving out of the rental unit. Although the damage was not clearly visible on a photograph provided, the Landlord confirmed it was replaced. A quote was provided in support of the Landlord's claim.

Fourth, the Landlord sought to be compensated \$400.00 for the cost to repaint a bedroom where a "Dr. Seuss" mural had been painted on the wall. Although the Landlord permitted the Tenant to paint the mural, she advised it was to be returned to the original paint colour at the end of the tenancy. The Landlord confirmed this work was done by the individual who provided the quote referenced above.

Fifth, the Landlord wished to be reimbursed \$325.00 to remove garbage in the rental unit and on the rental property. Photographs depicting garbage in the rental unit and the rental property were submitted with the Landlord's documentary evidence. In addition, the Landlord provided a receipt for garbage removal in support.

Sixth, the Landlord claimed \$165.00 to clean carpets. However, she testified that carpets were not cleaned. On the advice of her contractor, the carpets were replaced. No claim was made for carpet replacement on the Monetary Order Worksheet and no receipts were provided.

Finally, the Tenant sought to be reimbursed for housecleaning. Again, photographs submitted by the Landlord support the cleaning required.

According to the Landlord, each of the above items was discussed with the Tenant, who provided her permission for the Landlord to retain the security deposit in satisfaction, although the agreement was not in writing.

### Analysis

Based on the unchallenged and affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 67 of the *Act* empowers me to order one party to pay compensation to the other if damage or loss results from a party not complying with the *Act*, regulations or a tenancy agreement.

The Landlord provided oral testimony and documentary evidence in support of her claim for compensation for minor repairs, cleaning and painting required at the end of the tenancy. The Tenant did not attend the hearing although duly served.

I find the Landlord is entitled to compensation in the amounts sought, with the exception of carpet cleaning or replacement costs. The Landlord confirmed the carpets were replaced rather than cleaned, but no receipts were provided. Accordingly, I find the Landlord is entitled to a monetary award of \$1,185.00, which consists of \$1,085.00 for the monetary claim and \$100.00 for recovery of the filing fee.

The Landlord wished to apply the security deposit and pet damage deposit (\$1,200.00) in satisfaction of the claim, which I allow pursuant to section 72 of the *Act*.

Accordingly, the Landlord is permitted to retain \$1,185.00 from the security and pet damage deposits, and is ordered to return the balance of \$15.00 to the Tenant forthwith. The Tenant is granted a monetary order for \$15.00.

### Conclusion

The Landlord is permitted to retain \$1,185.00 from the security and pet damage deposits, and is ordered to return the balance of \$15.00 to the Tenant forthwith. Accordingly, the Tenant is granted a monetary order in the amount of \$15.00. This order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: November 3, 2016

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Residential Tenancy Branch

