



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOMELIFE PENINSULA PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND MNR MNSD MNDC FF O

Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution (the "Application") seeking remedy under the *Residential Tenancy Act* (the "Act"). The landlord applied for a monetary order for damage to the unit, site or property, to retain the tenant's security deposit, for money owed or compensation for damage or loss under the *Act*, to recover the cost of the filing fee and other unspecified relief.

An agent for the landlord (the "agent") and the tenant appeared at the teleconference hearing and gave affirmed testimony. During the hearing the parties were given the opportunity to provide their evidence orally. A summary of the testimony is provided below and includes only that which is relevant to the hearing.

The tenant confirmed having been served with the landlord's documentary evidence and that she had the opportunity to review that evidence. The tenant also confirmed that she did not serve documentary evidence in response to the landlord's claim.

Preliminary and Procedural Matter

At the outset of the hearing, the agent requested to reduce some portions of the landlord's monetary claim which resulted in a reduction from the original amount of \$3,864.40 down to \$3,380.40. I find that a reduction in the landlord's monetary claim does not prejudice the tenant and that the reduction of the claim is permitted as a result.

Issues to be Decided

- Is the landlord entitled to a monetary order under the *Act*, and if so, in what amount?
- What should happen to the tenant's security deposit under the *Act*?

Background and Evidence

The landlord submitted a copy of the tenancy agreement in evidence. The fixed-term tenancy began on February 1, 2016 and was scheduled to end on September 30, 2016.

Monthly rent in the amount of \$1,350.00 was due on the first day of each month. The tenant paid a \$675.00 security deposit at the start of the tenancy, which the landlord continues to hold. The parties agreed that the tenant vacated the rental unit as of May 28, 2016 contrary to the date listed on fixed-term tenancy agreement.

The landlord's reduced monetary claim is for \$3,380.40 and is comprised as follows:

ITEM DESCRIPTION	AMOUNT CLAIMED
1. Cleaning of rental unit	\$187.50
2. Carpet cleaning	\$157.50
3. Removal of rubbish from rental unit	\$87.15
4. Installation of temporary door and padlock	\$178.50
5. Installation of new unit handle/lock	\$78.75
6. Replacement of damage unit door and ID plate	\$2,016.00
7. Liquidated damages	\$675.00
TOTAL	\$3,380.40

Settlement Agreement

During the hearing, the parties agreed on a settlement agreement regarding some of the items being claimed by the landlord. The items which have been agreed upon by the parties have been organized into a table below for ease of reference. As a result, the corresponding item numbers will not be included in the analysis section of this decision as all matters which form part of the settlement agreement were agreed upon by the parties, pursuant to section 63 of the *Act*, and form a final and binding agreement between the parties as mutually resolved matters related to this tenancy.

Settlement Agreement Item Number	Agreed upon compensation to landlord by tenant
Item 1 - Cleaning of rental unit	\$187.50
Item 2 - Carpet cleaning	\$157.50

Item 7 – Liquidated damages	\$675.00
TOTAL	\$1,020.00

Evidence Regarding Remaining Items

Throughout the hearing, the agent referred to the condition inspection report which the tenant confirmed signing both at the start and the end of the tenancy. The tenant signed the area of the condition inspection report that indicates to the following deductions from her security deposit which includes cleaning, rubbish removal, key/fob/pass replacement, bulbs, carpet cleaning, and repairs/damages related to a door, frame and wall.

Item 3

Regarding item 3, the agent clarified that while the tenant agreed to replace the burned out bulbs in the condition inspection report, the landlord has not included a claim for replacement bulbs in the amount of \$87.15 for this portion of the landlord's claim. The agent affirmed that the landlord paid \$87.15 to remove rubbish left behind in the rental unit storage locker by the tenant after she vacated the rental unit. The tenant confirmed that she left a chair behind in the rental unit storage locker after she vacated. The landlord submitted in evidence an invoice in the amount of \$87.15 in support of this portion of the landlord's claim. The invoice includes the rental unit address.

Item 4

Regarding item 4, the agent testified that the landlord was reducing this portion during the hearing as the landlord is claiming $\frac{1}{2}$ of the total invoice as two units were included and the landlord is charging 50% towards both tenants of each of the two units evenly. Given the above, the amount for this portion of the landlord's claim was reduced from \$178.50 to $\frac{1}{2}$ of the total \$304.50 invoice submitted in evidence which results in the reduced amount claimed for item 4 to be \$152.25. There is no dispute that the police broke down the tenant's door while looking for the tenant. The tenant confirmed she was arrested after the police broke her door down and entered the rental unit. The tenant testified that she does not agree to pay the amount claimed. The agent referred back to the condition inspection report that the tenant signed agreeing to the damage to the door.

Item 5

Regarding item 5, the landlord is claiming \$78.75 for the installation of a new unit handle/lock. The agent referred to the condition inspection report and an invoice in the amount of \$78.75. Although the tenant did not agree to this portion of the claim, the tenant did sign the condition inspection report agreeing to this item at the end of the tenancy.

Item 6

Regarding item 6, the landlord has claimed \$2,016.00 to replace a damaged rental unit entrance door and ID plate. The agent clarified that the ID plate is the rental unit number plate. The agent referred to two invoices submitted in evidence in the amount of \$2,016.00 to replace the entrance door and ID plate. The documents indicate that the strata wrote to the owners explaining that due to the police incident involving the occupant of the unit, the owner is responsible and now the owner is seeking compensation from the tenant directly. As indicated above, the tenant does not dispute the police broke down her door and arrested her. The tenant blames the police and feels the police should be responsible for the cost of the door. The tenant stated she was not sure if she had tenant insurance and provided no documentary evidence to support that she had tenant insurance.

Analysis

Based on the testimony of the parties provided during the hearing, the documentary evidence and on the balance of probabilities, I find the following.

As indicated above, items 1, 2 and 7 in the amount of \$1,020.00 were agreed to between the parties during the hearing by mutually settled agreement pursuant to section 63 of the *Act*.

Item 3 – Having considered the evidence before me, including the condition inspection report that supports that the tenant left personal items in the rental unit locker, I am satisfied that the tenant breached section 37(2) of the *Act* which states:

Leaving the rental unit at the end of a tenancy

37 (2) When a tenant vacates a rental unit, the tenant must

- (a) **leave the rental unit reasonably clean**, and undamaged except for reasonable wear and tear, and

(b) give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

[reproduced as written]

I find the tenant is responsible for the costs associated with disposing of the personal items she left behind after vacating the rental unit. I also find the landlord has met the burden of proof by providing a copy of the invoice matching the amount of their claim for this item. As a result, I find the landlord is entitled to \$87.15 as claimed for this portion of their claim.

Item 4, 5 and 6 – As all three of these items related to the broken rental unit door, which was broken by police who entered the rental unit and arrested the tenant, I am satisfied that the tenant is responsible for her behaviour that resulted in the police breaking down the rental unit door and arresting the tenant inside the rental unit. Therefore, I find the landlord has met the burden of proof and that the tenant is responsible for items 4, 5 and 6 and that there has been sufficient evidence presented in evidence to support the cost of all three items. I also note that the tenant agreed by signing the outgoing condition inspection report that she was responsible for the broken door.

I find the tenant's claim that the police are responsible for the cost of the broken door to be an unreasonable explanation and lacks credibility. I find that a more reasonable explanation is that the police had just cause to break down the door due to the tenant's actions as the tenant confirmed that when the police entered the rental unit they arrested her. Given the above, I find the landlord is entitled to \$152.25 for item 4, \$78.75 for item 5, and \$2,016.00 for item 6 as claimed.

As the landlord's application was successful, I grant the landlord the recovery of the filing fee of **\$100.00**.

I find that the landlord has established a total monetary claim in the amount of **\$3,454.15** comprised of \$1,020.00 by mutual agreement for items 1, 2 and 7, \$87.15 for item 3, \$152.25 for item 4, \$78.75 for item 5, \$2,016.00 for item 6, plus the recovery of the \$100.00 filing fee. As the landlord has claimed against the tenant's security deposit of \$675.00 which has accrued no interest to date and pursuant to section 72 of the *Act*, I authorize the landlord to retain the tenant's full \$675.00 security deposit in partial satisfaction of the landlord's monetary claim. Given the above, I grant the landlord a

monetary order under section 67 for the balance owing by the tenant to the landlord in the amount of **\$2,779.15**

Conclusion

The landlord's application is successful.

The landlord has established a total monetary claim in the amount of \$3,454.15. The landlord has been authorized to retain the tenant's full \$675.00 security deposit in partial satisfaction of the landlord's monetary claim. The landlord has been granted a monetary order pursuant to section 67 of the *Act* for the balance owing by the tenant to the landlord in the amount of \$2,779.15. If the landlord requires enforcement of the monetary order, the monetary order must first be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: December 16, 2016

Residential Tenancy Branch