



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Norbill Investments Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNDC, MNSD, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damages to the unit - Section 67;
2. A Monetary Order for compensation - Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

The Tenant did not attend the hearing. I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing (the “Materials”) by registered mail in accordance with Section 89 of the Act. Postal evidence indicates that the mail was signed for by a 3rd party. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy originally started on December 6, 2014. Two subsequent tenancy agreements were entered into after the original tenancy agreement. The tenancy ended on June 30, 2016. The Landlord holds \$710.00 as a security deposit. The Parties mutually conducted a move-in condition inspection and a copy of the report was provided to the Tenant. The Tenant was present for the move-out inspection but sat on

the couch as the Landlord conducted the inspection. A report was completed and a copy given to the Tenant. The Tenant provided its forwarding address on July 21, 2016.

The Tenant broke a glass window and it was replaced by the Landlord. The Landlord claims the replacement cost of \$455.70. The Landlord obtained more than two estimates for costs and took the lowest estimate for the replacement cost.

The Tenant failed to leave the carpet clean and the Landlord had it cleaned by a 3rd party. The Landlord claims the cost of \$115.50.

The Tenant failed to replace burned out lightbulbs and damaged the 3 year old tub spout. The Landlord claims \$24.50. No receipts were provided.

The Tenant failed to leave the unit clean and Landlord CM, who is also a paid employee, did the cleaning. The unit is 2 bedrooms and 950 square feet. The Landlord has not paid anything to the employee for this cleaning. Landlord CM will claim the costs over her wages at some point after the hearing. The Landlord claims \$990.00 plus \$30.00 for supplies. No invoice or receipts were provided for the claims.

Analysis

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Based on the undisputed evidence of damage I find that the Landlord has substantiated that the Tenant left the carpet unclean. Given the evidence of costs incurred for these items I find that the Landlord has substantiated compensation of **\$455.70** and **\$115.50**. Given the lack of receipts for the costs to replace the light bulbs I dismiss this claim. Based on the undisputed evidence I find that the Tenant failed to clean any part of the unit. However, given the size of the unit, I find that the amount claimed by the Landlord is excessive and not within a reasonable

range. I find therefore that the Landlord has only substantiated a reasonable and nominal amount of **\$350.00** including the costs of cleaning products.

As the Landlord's application has had merit I find that the Landlord is entitled to recovery of the \$100.00 filing fee for a total entitlement of **\$1,021.20**. Deducting the security deposit plus zero interest of **\$710.00** leaves **\$311.20** owed by the Tenant to the Landlord.

Conclusion

I Order the Landlord to retain the security deposit plus interest of \$710.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the remaining amount of **\$311.20**. If necessary, 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: February 3, 2017

Residential Tenancy Branch