



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MND, MNSD, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for damage, to keep all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The male Landlord stated that on September 13, 2016 the Application for Dispute Resolution, the Notice of Hearing, and 9 pages of evidence the Landlord submitted with the Application were sent to the Tenant, via registered mail, at the service address noted on the Application. The Landlord submitted Canada Post documentation that corroborates this statement. In the absence of evidence to the contrary I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Tenant did not appear at the hearing.

As the Application for Dispute Resolution was served in accordance with section 89 of the *Act*, the hearing proceeded in the absence of the Tenant.

Issue(s) to be Decided

Is the Landlord entitled to compensation for damage to the rental unit and to keep all or part of the security deposit?

Background and Evidence

The male Landlord stated that that:

- the tenancy began on September 01, 2014;
- the tenancy ended on August 31, 2016;
- at the end of the tenancy rent was \$1,250.00 per month;
- the Tenant paid a security deposit of \$600.00;
- a condition inspection report was completed at the beginning and the end of the tenancy; and
- the Tenant's wife provided a forwarding address, via email, on August 31, 2016.

The Landlord is seeking compensation, in the amount of \$165.96, for repairing and painting the walls. The male Landlord stated that the walls needed repair because the

Tenant used duct tape on the walls to seal vents. The Landlord submitted a receipt to show that \$75.96 was paid to purchase paint. The male Landlord stated that he spent approximately 3 hours painting and repairing the walls, for which he is seeking compensation of \$90.00.

The Landlord is seeking compensation, in the amount of \$190.00, for cleaning the rental unit and disposing of garbage. The male Landlord stated that the walls in the rental unit needed washing and garbage from inside the unit and outside the unit, which had been left by the Tenant, needed to be discarded. The Landlord submitted a receipt to show that disposal fees of \$30.00 were paid. The male Landlord stated that he spent approximately 6 hours cleaning and disposing of garbage.

The Landlord is seeking compensation, in the amount of \$50.00, for mowing the lawn. The male Landlord stated that the lawn was not mowed at the end of the tenancy and that the tenancy agreement required the Tenant to mow the lawn. The male Landlord stated that he spent approximately 2 hours mowing the lawn.

Analysis

When making a claim for damages under a tenancy agreement or the *Act*, the party making the claim has the burden of proving their claim. Proving a claim in damages includes establishing that damage or loss occurred; establishing that the damage or loss was the result of a breach of the tenancy agreement or *Act*; establishing the amount of the loss or damage; and establishing that the party claiming damages took reasonable steps to mitigate their loss.

On the basis of the undisputed evidence I find that the Tenant failed to comply with section 37(2) of the *Act* when the Tenant failed to repair the walls that were damaged during the tenancy. I therefore find that the Landlord is entitled to compensation of \$75.96 for supplies and \$90.00 for time spent repairing and painting the walls.

On the basis of the undisputed evidence I find that the Tenant failed to comply with section 37(2) of the *Act* when the Tenant failed to leave the unit in reasonably clean condition. I therefore find that the Landlord is entitled to dumping fees of \$30.00 and \$160.00 for time spent cleaning.

On the basis of the undisputed evidence I find that the Tenant failed to comply with section 37(2) of the *Act* when the Tenant failed to mow the lawn at the end of the tenancy. I therefore find that the Landlord is entitled to dumping fees of \$50.00 time spent mowing.

I find that the Landlord's Application for Dispute Resolution has merit and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of \$505.96, which includes \$165.96 for painting and repairing walls, \$190.00 for cleaning, \$50.00 for mowing the lawn, and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to retain \$505.96 from the Tenant's security deposit of \$600.00 in full satisfaction of this monetary claim.

I find that the Landlord must return the remaining \$94.04 of the deposit to the Tenant and I grant the Tenant a monetary Order for \$94.04. In the event the Landlord does not voluntarily comply with this Order, it may be served on the Landlord, filed with the Province of British Columbia 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 *Act*.

Dated: March 10, 2017

Residential Tenancy Branch