



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This is an application brought by the Landlord requesting a monetary order for \$1568.08.

The applicant testified that the respondent was served with notice of the hearing by registered mail that was mailed on November 29, 2016 to a forwarding address that had been given to the landlord by the respondent; however the respondent did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent has been properly served with notice of the hearing and I therefore conducted the hearing in the respondent's absence.

All testimony was taken under affirmation.

Issue(s) to be Decided

The issue is whether or not the applicant has established monetary claim against the respondent, and if so in what amount.

Background and Evidence

the applicant testified that the tenant paid a security deposit of \$500.00, and a pet deposit of \$500.00, on August 28, 2014.

The applicant testified that this tenancy began on May 1, 2014 with a monthly rent of \$1130.00 due on the first of each month.

The applicant further testified that the tenant vacated the rental unit on November 4, 2016, leaving the rental unit in need of significant cleaning and repairs.

The applicant testified that the tenant had broken a light fixture during the tenancy and as a result that fixture had to be replaced.

The applicant testified that the tenant failed to return the locks to the rental unit and therefore the locks had to be changed.

The applicant testified that the tenant failed to clean the rental unit and therefore significant cleaning was required at the end of the tenancy.

The applicant further testified that the tenants had done a patchy paint job in the rental unit, and as a result the walls in the rental unit had to be cleaned, and the rental unit had to be repainted to bring it back to a reasonable state.

The applicant testified that a rug she had supplied to the rental unit was missing at the end of the tenancy.

The applicant testified that there was some expensive security film on a window and the tenants had written on the film with permanent ink which could not be removed and therefore security film had to be replaced.

The applicant testified that the tenants broke a curtain rod during the tenancy and it had to be replaced.

The applicant testified that the tenant had taken some bifold doors off during the tenancy, and when she went to put the bifold doors back on, she discovered the hardware was missing and therefore that had to be replaced.

The applicant testified that a dimmer knob was missing at the end of the tenancy and it had to be replaced.

The applicant testified that the oven had a missing rack at the end of the tenancy which also had to be replaced.

The applicant testified that she also had to purchase silicone to re-silicone area where the tenants had allowed a large buildup of mold and mildew, by failing to clean properly.

The applicant is therefore requesting a monetary order as follows:

replace and install a light fixture	\$140.48
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Change lock	\$78.75
Cleaning supplies	\$60.89
Replace missing rug	\$17.91
Cleaning walls for painting	\$60.00
Painting the interior walls and trim	\$1000.00
Replacing security window film	\$54.15
Replacing curtain rod	\$57.09
Replacing bifold hardware plus silicone cost	\$17.75
Replace dimmer switch knob	\$2.66
Replace oven rack	\$78.40
Filing fee	\$100.00
Total	\$1668.08

The applicant further requests an order to retain the full security deposit and pet deposit towards the claim and requested a monetary order be issued for the remainder.

Analysis

After reviewing all the testimony and evidence provided by the landlord, including a significant amount of photographic evidence, it is my finding that the landlord has established the full amount claimed.

I accept the landlord's testimony that the tenants damaged light fixture during the tenancy and I allow the full claim for the replacement costs.

I also accept the landlord's testimony that the tenants failed to return the keys at the end of the tenancy and I therefore allow the claim for changing the locks.

I also accept the landlords claim that the tenant left the rental unit in need of cleaning and therefore I have allowed the landlords claim for cleaning supplies and cleaning of the walls.

I also accept the landlords claim that a rug was missing at the end of the tenancy and I therefore allow the claim for replacing that rug.

I also accept the landlords claim that the tenant had written on some security window film, and damaged a curtain rod, and therefore I allow those portions of the claim.

I also accept the landlords testimony that bifold hardware was missing, that a dimmer switch knob was missing, and that an area had to be re-silicone.

I also accept the landlords testimony that the tenants had done in very poor and patchy job of painting in the rental unit, and I therefore allow the landlords cost for repainting the unit.

Having allowed the landlords full claim I also allow the request for recovery of the filing fee.

Conclusion

Pursuant to section 67 of the Residential Tenancy Act, I have allowed a total claim of \$1668.08, and I therefore order, pursuant to section 38 of the Residential Tenancy Act, that the landlord may retain the full security deposit of \$500.00, and the full pet deposit of \$500.00, and I have issued a monetary order for the respondent to pay \$668.08 to the landlord.

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: March 28, 2017

Residential Tenancy Branch