



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, OLC, RP, FF

Introduction

This hearing was scheduled to deal with cross applications. The landlord applied for a Monetary Order for costs to clean and repair damage to the property and authorization to retain the security deposit. The tenant applied for return of the security deposit and compensation for damages or loss under the Act, regulations or tenancy agreement; orders for compliance and repair orders. Only the landlord appeared at the hearing.

The landlord submitted a registered mail receipt, including tracking number, and a print out from the Canada Post website as proof the landlord's hearing documents were sent to the tenant on November 1, 2016 and delivered on November 3, 2016. The landlord testified that the address used for service was the address the tenant had provided to the landlord in an email dated October 25, 2016. The landlord provided a copy of the email as evidence. I was satisfied that the landlord duly served the tenant with the landlord's hearing documents and I continued to hear from the landlord without the tenant present.

Since the tenant failed to appear at the hearing, I dismissed the tenant's application, although I have dealt with disposition of the security deposit under the landlord's application.

I noted that the landlord and the tenant had identified the tenant using a different variation of the tenant's first and middle names. I have recorded both variations on this decision and the Monetary Order that accompanies it.

Issue(s) to be Decided

1. Has the landlord established an entitlement to compensation from the tenant for the amounts claimed?
2. Is the landlord authorized to retain the tenant's security deposit?

Background and Evidence

The tenancy started August 1, 2015 and the tenant paid a security deposit of \$610.00. The tenant was required to pay rent of \$1,225.00 on the first day of every month. The tenant had sub-let the rental unit and the tenant was living in another province. In September 2016 the tenant emailed the landlord to inform the landlord that he was not returning to the rental unit. On September 29, 2016 the landlord found the rental unit had been vacated and the keys left in the unit. The landlord proceeded to take photographs of the rental unit and complete the move-out inspection report. The landlord submitted that the rental unit was not left sufficiently clean and damage to the laminate flooring, bathroom door, kitchen light and bedroom door lever was found.

The landlord seeks to recover \$225.0 from the tenant to clean the rental unit and \$813.75 to repair the damage. In support of the amounts claimed, the landlord provided an invoice for cleaning in the amount of \$225.00 and an estimate to make the necessary repairs to the damaged items in the amount of \$813.75. The landlord testified that the company that provided the estimate performed the work for the amount quoted.

The landlord provided copies of the photographs taken on September 29, 2016 and the condition inspection reports as further evidence for this proceeding.

Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided in section 7 and 67 of the Act. Accordingly, an applicant must prove the following:

1. That the other party violated the Act, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did whatever was reasonable to minimize the damage or loss.

Section 37 of the Act provides that a tenant is required to leave a rental unit reasonably clean and undamaged at the end of the tenancy. Based on the unopposed evidence before me, I find I am satisfied that the rental unit was not left reasonably clean and the unit was damaged in the areas described by the landlord. I find the amounts claimed by

the landlord are supported by corroborating evidence. Therefore, I grant the landlord's request to recover \$225.00 and \$813.75 from the tenant for cleaning and damage.

I further award the landlord recovery of the \$100.00 filing fee paid for this Application.

The landlord is authorized to retain the tenant's security deposit in partial satisfaction of the amounts awarded to the landlord and I provide the landlord with a Monetary Order for the balance calculated as follows:

Cleaning	\$225.00
Repair of damage	813.75
Filing fee	100.00
Less security deposit	<u>(610.00)</u>
Monetary Order	\$528.75

Conclusion

The landlord has been authorized to retain the tenant's security deposit of \$610.00 in partial satisfaction of the amounts awarded to the landlord and a Monetary Order for the balance owing of \$528.75 to serve and enforce upon the tenant.

The tenant's application against the landlord was dismissed.

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: May 17, 2017

Residential Tenancy Branch