



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding KASON PACIFIC DEVELOPMENT LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR, MNSD, MNDC, MND, FF

### Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the Residential Tenancy Act (the “Act”).

The Landlord filed an Application on March 15, 2017, requesting to recover unpaid rent and /or utilities; for compensation for damage to the unit; to keep all or part of the security deposit or pet deposit; and to recover the cost of the filing fee.

The Tenant filed an Application on February 6, 2017, for a monetary order for money owed or compensation for damage or loss under the *Act*, and for the return of the security deposit.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. The Tenant acknowledged receipt of the Landlord’s documentary evidence. The Tenant did not submit any documentary evidence.

Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Preliminary and Procedural Matters

The Tenant's application indicates he is seeking a monetary order in the amount of \$5,000.00. The Tenant did not provide a monetary order worksheet to document to break down the reasons and amounts of compensation that he is seeking.

Section 59 of the Act states that an application for dispute resolution must include full particulars of the dispute that is to be the subject of the dispute resolution proceedings.

The Residential Tenancy Branch Rules of Procedure 2.5 states that the applicant must submit a detailed calculation of any monetary claim being made.

Since the Tenant did not provide the full particulars of his claim, and the Landlord did not know the particulars of the claim prior to the hearing, the Tenant's Application for compensation is dismissed with leave to reapply.

#### Issues to be Decided

- Is the Landlord entitled to the monetary relief sought for unpaid rent?
- Is the Landlord entitled to monetary relief for damage to the unit?
- Is the Landlord entitled to retain the security deposit?
- Is the Landlord entitled to recover the cost of the filing fee?

#### Background and Evidence

The Parties testified that the tenancy began on August 1, 2016, as a month to month tenancy. Rent in the amount of \$900.00 was due on the first day of each month. The Tenant paid the Landlord a security deposit of \$450.00. The Tenant was responsible to pay 25% of the hydro costs. The Landlord provided a copy of the tenancy agreement.

The Tenant moved out of the rental unit on February 28, 2017.

#### February 2017, Rent

The Landlord testified that the Tenant failed to pay the rent due under the tenancy agreement for the month of February 2017.

In response, the Tenant testified that he did not pay the rent for February 2017. He testified that the rental unit was infested with rats and the Landlord was not dealing with

the issue. He submitted that he wanted the Landlord to fix the issue or to be released from his lease. The Tenant submits that the Landlord did not agree, so he filed an application for dispute resolution and moved out.

### Cleaning

The Landlord is claiming \$300.00 for cleaning the unit and carpet cleaning. The Landlord testified that after the Tenant moved out, the bedroom carpet needed to be cleaned and the house needed further cleaning. The Landlord testified that the Tenant left garbage behind. The Landlord provided photographs of the rental unit. The Landlord provided a copy of the condition inspection report showing the condition of the rental unit at the end of the tenancy.

In response, the Tenant testified that he participated in the move out inspection on February 28, 2017, and signed the condition inspection report. He testified that he provided the Landlord with his forwarding address.

The Tenant testified that he cleaned the rental unit on the day of the move out inspection. He testified that he did not shampoo the carpet. He submitted that he made a mistake by signing the condition inspection report that indicates things were not clean. He submitted that the Landlord gave him an opportunity to clean items for a couple hours after the inspection.

The Landlord responded that on the day of the move out inspection, they waited for two hours for the Tenant to finish cleaning, but the rental unit was still left unclean.

### Damage

The Landlord is claiming \$330.00 for damage to a door. The Landlord testified that the door had a hole in it and had to be replaced. The Landlord provided a receipt in the amount of \$330.00 for the purchase and labour to install the door. The Landlord submitted that the damage to the door is recorded in the condition inspection report.

In reply, the Tenant testified that he is responsible for the damage to the door. He testified that his arm went through the door.

### Utilities

The Landlord's testimony regarding the claim for utilities was unclear. The Landlord's claim for utilities was dismissed with leave to reapply. The Tenant stated he had no issue with the claim being dismissed with leave to reapply.

### Security Deposit

The Landlord is seeking to keep the security deposit of \$450.00 in partial satisfaction of his claim for unpaid rent. The Landlord applied for dispute resolution to keep the deposit on the 15<sup>th</sup> day after the end of the tenancy.

Documentary evidence of a condition inspection report shows that a move in inspection was conducted on July 29, 2016, and a move out inspection was conducted on February 28, 2017.

### Analysis

Based on all of the above, the evidence and testimony, and on a balance of probabilities, I find as follows:

### February 2017, Rent

Section 26 of the Act states that a Tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the Tenant has a right under this Act to deduct all or a portion of the rent.

I find that the Tenant did not have a right under the Act to withhold payment of the rent. If the Tenant had concerns about rodents and the concerns were not being being dealt with by the Landlord, the Tenant should have paid the rent and applied for dispute resolution. The Tenant applied for dispute resolution, but failed to pay the rent.

I find that the Tenant owes the Landlord \$900.00 for February 2017, rent.

### Cleaning

Section 21 of the Residential Tenancy Regulation states that in dispute resolution proceedings, a condition inspection report is evidence of the state of repair and

condition of the rental unit or residential property on the date of the inspection, unless either the Landlord or the Tenant has a preponderance of evidence to the contrary.

I find that the Tenant is responsible for the Landlord's costs to clean the rental unit. The Tenant acknowledged that he did not shampoo the carpet and that he was still trying to clean the unit after the move out inspection. The condition inspection report supports the Landlord's testimony that the rental unit was left unclean.

I find that the Tenant owes the Landlord \$300.00 for cleaning.

### Damage

The Tenant acknowledged that he damaged the door.

I find that the Tenant owes the Landlord \$330.00 for the purchase and installation of a new door.

### Security Deposit

I authorize the Landlord to keep the security deposit of \$450.00 in partial satisfaction of the claim for unpaid rent.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I find that the Landlord has established a monetary claim against the Tenant in the amount of \$1,600.00 comprised of \$900.00 for rent, \$300.00 for cleaning; \$330.00 for damage; and \$100.00 for the filing fee.

After setting off the security deposit of \$450.00 against the \$1,600.00, I grant the Landlord a monetary order in the amount of \$1,150.00. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

### Conclusion

The Landlord has established a monetary claim against the Tenant in the amount of \$1,600.00 comprised of \$900.00 for rent, \$300.00 for cleaning; \$330.00 for damage; and \$100.00 for the filing fee. After setting off the security deposit of \$450.00 against the \$1,600.00, I grant the Landlord a monetary order in the amount of \$1,150.00.

The Tenant's claim for money owed or compensation for damage or loss under the Act, Regulation, or tenancy agreement was dismissed with leave to reapply.

The Landlord's claim that the Tenant owes money for utility bills was dismissed with leave to reapply.

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: June 16, 2017

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Residential Tenancy Branch