



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNR, 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 unpaid rent - Section 67;
2. A Monetary Order for damage to the unit - 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 Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to unpaid rent?

Is the Landlord entitled to costs for damages or losses to the unit?

Is the Landlord entitled to costs for cleaning the unit?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy started on February 1, 2015 and ended sometime before the end of February 2016. Rent of \$900.00 was payable on the first day of each month. At the outset of the tenancy a security deposit of \$450.00 was collected by the Landlord. The Parties mutually conducted a move-in inspection with the report completed and a copy provided to the Tenants. No offer for a move-out inspection was provided by the

Landlord. The Landlord completed the inspection alone and prepared an inspection report with a copy provided as evidence. The Tenants never provided a forwarding address. The Landlord obtained the Tenant's address for service of the application through its own investigations. The Tenant owes \$900.00 for February 2017 rent.

The Landlord states that at the beginning of the tenancy the unit included a 2 year old washing machine that was under warranty. The Landlord states that at the end of the tenancy the original washing machine was gone and another machine that did not work properly was in its place. The Landlord states that they did not try to repair the machine left by the Tenants. The Landlord states that a new washing machine was purchased and the one left by the Tenants was placed in a shed. The Landlord claims \$635.00 and provides an invoice without any tax charges noted indicating that the machine cost \$567.00. The Tenant states that the original machine stopped working during the tenancy and that instead of bothering the Landlord who was out of the country they purchased a 4 year old used machine for \$300.00 and disposed of the original machine.

The Landlord states that the Tenants left a bedroom with a hole in a wall panel and a door. The Landlord states that a new panel and door was purchased and a friend did the installation work. The Landlord provided no receipts or invoice for these costs and claims \$500.00. The Landlord provides no photos of the unit. The Tenant states that the bedroom had black mold and a leak in the roof. The Tenant states that he leaned on the wall and it broke through due to the mold and dampness. The Tenant states that this was his child's bedroom and was the reason they moved out of the unit.

The Landlord states that the Tenant failed to leave the unit clean and left furniture in the unit. The Landlord states that he hired a person to clean the unit and claims the costs charged of \$100.00. The Tenant states that he was in the process of cleaning the unit and was not finished when the Landlord returned in May 2016 and had the cleaning done.

The Landlord states that there were no lightbulbs in the unit after the end of the tenancy. The Landlord claims \$100.00 for the cost of replacing those bulbs. No invoice was provided.

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. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that costs for the damage or loss have been incurred or established. Given the lack of invoices for the lightbulbs damage claims, I find that the Landlord has failed to substantiate that the costs claimed were incurred. I therefore dismiss these claims. Given the undisputed evidence that the unit was not left clean at move-out and considering the invoice establishing the costs, I find that the Landlord has substantiated its claim for **\$100.00**.

Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement whether or not the landlord complies with this Act, the regulations or the tenancy agreement. Based on the undisputed evidence that the Tenant owes rent for February 2016 I find that the Landlord has substantiated its claim for **\$900.00**.

Section 7 of the Act that where a landlord or tenant claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement the claiming party must do whatever is reasonable to minimize the damage or loss. As the Landlord provided no evidence of mitigating the costs of the loss of the original washing machine such as attempting to repair or sell the replacement machine and as the original washing machine was not new at the time of the tenancy I find that the Landlord has not substantiated the costs of a new machine. However as the Tenant did act without right to replace the washing machine I find that

the Landlord is entitled to a nominal amount of **\$100.00** to reflect the breach by the Tenant.

As the Landlord's application has met with some success I find that the Landlord is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$1,200.00**. Deducting the security deposit of **\$450.00** plus zero interest from this entitlement leaves **\$750.00** owing by the Tenants.

Conclusion

I Order the Landlord to retain the security deposit plus interest of \$450.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the remaining amount of **\$750.00**. 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: June 23, 2017

Residential Tenancy Branch