



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SHAUGHNESSY MANAGEMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes                      MNDC, MNSD, FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover its filing fee for this application from the tenant pursuant to section 72.

The landlord's agent (the landlord) attended the hearing via conference call and provided affirmed testimony. The tenant did not attend or submit any documentary evidence. The landlord stated that the tenant was served with the notice of hearing package via Canada Post Registered Mail on December 6, 2016. After waiting 7 minutes past the start of the scheduled hearing time the hearing resumed and was conducted in the absence of the tenant. The landlord also stated that the tenant was served with the submitted documentary evidence via

I accept the undisputed affirmed testimony of the landlord and find that the tenant has been properly served as per sections 88 and 89 of the Act by Canada Post Registered Mail on December 6, 2017 as per the submitted copy of the Canada Post Customer Receipt Tracking number and label.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order for money owed or compensation for damage or loss, recovery of the filing fee and authorization to retain the security deposit?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on October 1, 2010 on a fixed term tenancy ending on September 30, 2011 and then thereafter on a month-to-month basis as shown by the submitted copy of the signed tenancy agreement. The monthly rent was \$750.0 payable on the 1<sup>st</sup> day of each month. A security deposit of \$375.00 was paid on August 17, 2010. A condition inspection report was completed by both parties on August 31, 2010. The tenant's forwarding address in writing was received by the landlord on December 5, 2016 in a letter.

The landlord stated that the tenant failed to attend the scheduled condition inspection report for the move-out on August 31, 2016 and left the rental premises dirty requiring cleaning and garbage that required removal.

The landlord seeks an amended monetary claim of \$656.47 which consists of:

\$156.47	Drape Replacement
\$300.00	Cleaning, 6 hours (2 ppl. @ \$25 per hour)
\$200.00	Garbage Disposal, 4 hours (2 ppl. @ \$25 per hour)

The landlord withdrew the \$50.00 claim for replacement of a building lock, \$25.00 for replacement of a suite lock and \$25.00 for replacement of a mailbox lock.

The landlord submitted in support of this claim:

- A copy of the tenant's forwarding address in writing dated December 5, 2016.
- A copy of an incomplete condition inspection report dated August 31, 2016 which was witnessed by the landlord's helper.
- A copy of the move-out charges list provided to the tenant at the end of tenancy.
- Copies of 11 photographs of the rental unit at the end of tenancy.
- A copy of the invoice for drapery replacement.
- A copy of the scheduled inspection date set for August 31, 2016 at 12:30pm.
- A copy of the notice extending the time for an inspection dated August 31, 2016.
- A copy of the move-out procedure list dated June 28, 2016.

### Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the

damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. In this case, the onus is on the landlord to prove on the balance of probabilities that the tenant caused the damage and that it was beyond reasonable wear and tear that could be expected for a rental unit of this age.

I accept the undisputed affirmed evidence of the landlord and find that the tenant vacated the rental unit leaving it dirty with garbage and debris left throughout the tenancy requiring the landlord to remove the garbage/debris and clean the rental premises making it suitable for rental. This is supported by the landlord's submissions of the condition inspection report completed at the beginning of the tenancy for comparison with the incomplete condition inspection report made by the landlord with her helper in conjunction with the submitted photographic evidence. As such, I find that the landlord has established a claim for \$656.47.

The landlord having been successful is also entitled to recovery of the \$100.00 filing fee. I authorize the landlord to retain the \$375.00 security deposit in partial satisfaction of this claim. The landlord is granted a monetary order for \$381.47.

#### Conclusion

The landlord is granted a monetary order for \$381.47.

This order must be served upon the tenant. Should the tenant fail to comply with the order, the order may be filed in the Small Claims Division of the Provincial 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 06, 2017

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Residential Tenancy Branch