



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding DOGWOOD HOLDINGS SOCIETY  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** MND, MNSD, MNR, MNDC, FF

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for cleaning, repairs, unpaid rent and the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his claim.

The landlord sent a copy of his application and the notice of hearing to the tenant by registered mail on March 03, 2017, to the forwarding address provided by the tenant. The landlord filed a copy of the tracking slip. Despite having been served the notice of hearing package, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the landlord entitled to a monetary order for cleaning, repairs, unpaid rent and for the recovery of the filing fee? Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The tenancy started on August 01, 2003. The monthly rent at the end of the tenancy was \$775.00, due on the first of each month and did not include utilities. A portion of the tenant's rent was paid directly to the landlord by Social Services. The tenant covered the remainder of the rent in the amount of \$430.00. Prior to moving in the tenant paid a security deposit of \$300.00. The landlord filed a copy of the tenancy agreement. A clause in the agreement requires the tenant to pay a fee of \$25.00 for returned cheques.

The tenant moved out on January 31, 2017. The landlord filed a copy of the move out inspection report. The move out inspection was carried out on February 02, 2017 in the absence of the tenant. The landlord stated that the unit was left in a dirty and damaged condition and that the tenant had left behind some furniture.

The landlord stated that the tenant's rent cheque for January 2017, in the amount of \$430.00 was returned for insufficient funds. The tenant moved out without paying his portion of rent for January 2017.

The landlord filed invoices and documents to support his claim for the following:

|    |                  |                   |
|----|------------------|-------------------|
| 1. | Unpaid rent      | \$430.00          |
| 2. | NSF Fee          | \$25.00           |
| 3. | Utilities        | \$120.95          |
| 4. | Replace lock     | \$14.56           |
| 5. | Wall Repairs     | \$21.00           |
| 6. | Cleaning         | \$220.00          |
| 7. | Dump run and fee | \$169.05          |
| 8. | Light bulbs      | \$12.00           |
| 9. | Filing fee       | \$100.00          |
|    | Total            | <b>\$1,112.56</b> |

### **Analysis**

1. Unpaid rent - \$430
2. NSF Fee - \$25.00

The landlord provided evidence to support his testimony that the tenant's rent cheque for January was returned for insufficient funds. A clause in the tenancy agreement requires the tenant to pay a fee of \$25.00 for returned cheques. I find that the landlord has proven his claim for these items.

3. Utilities - \$120.95

The landlord has filed a copy of a letter dated June 02, 2017, from the local municipality to the tenant. The letter reminds the tenant that his utility account was closed on January 31, 2017 and that he owes \$120.95 for unpaid services. Accordingly I grant the landlord his claim for this amount.

4. Replace lock - \$14.56

Section 25 of the *Residential Tenancy Act* addresses rekeying locks or altering locks for new tenants. At the request of a tenant at the start of a new tenancy, the landlord must rekey or otherwise alter the locks so that the keys or other means of access given to the previous tenant do not give access to the rental unit. The landlord must pay all associated cost to do so. Accordingly, I dismiss the landlord's claim.

Wall repairs - \$21.00

Residential Tenancy Policy Guideline #1 addresses Landlord & Tenant – Responsibility for Residential Premises. In part, this guideline provides as follows:

The tenant is not responsible for reasonable wear and tear to the rental unit. Reasonable wear and tear refers to natural deterioration that occurs due to aging and other natural forces, where the tenant has used the premises in a reasonable fashion. An arbitrator may determine whether or not repairs or maintenance are required due to reasonable wear and tear or due to deliberate damage or neglect by the tenant.

The tenancy was more than 13 years in duration. The landlord did not provide sufficient evidence to prove that the damage to the wall was deliberate or occurred as a result of neglect by the tenant. The landlord's claim for wall repair is dismissed.

5. Cleaning - \$220.00

The landlord stated that the unit was left in a dirty condition but did not file photographs to support his testimony. The landlord filed a copy of the move out inspection report. The code used to describe the condition of the unit is "P" which stands for poor. The report does not include the code "DT" which is used to describe each area of the unit that is dirty. The landlord has filed a timesheet indicating that 11 hours of cleaning were carried out at \$20/hour. Since the landlord did not file any photographs to support his testimony that the tenant left the unit in a dirty condition and the move out inspection does not indicate that the unit was dirty, I dismiss the landlord's claim for the cost of cleaning.

6. Dump run and fee - \$169.05

7. Light bulbs - \$12.00

The move out inspection report indicates that the tenant left furniture behind. The landlord filed a copy of the invoice for the cost incurred to dispose of the unwanted possessions of the tenant at the dump. The move out report also indicates that light bulbs were missing. I find that the landlord has filed sufficient evidence to support his claim for items #7 and #8.

8. Filing fee - \$100.00

The landlord has proven most of his claim and therefore is entitled to the recovery of the filing fee.

Overall the landlord has established a claim as follows:

|    |                  |                 |
|----|------------------|-----------------|
| 1. | Unpaid rent      | \$430.00        |
| 2. | NSF Fee          | \$25.00         |
| 3. | Utilities        | \$120.95        |
| 4. | Replace lock     | \$0.00          |
| 5. | Wall Repairs     | \$0.00          |
| 6. | Cleaning         | \$0.00          |
| 7. | Dump run and fee | \$169.05        |
| 8. | Light bulbs      | \$12.00         |
| 9. | Filing fee       | \$100.00        |
|    | Total            | <b>\$857.00</b> |

Overall the landlord has established a claim of \$857.00. I order that the landlord retain the deposit of \$300.00 plus the accrued interest of \$10.63 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$546.37. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the landlord a monetary order for the amount of **\$546.37**.

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: August 02, 2017

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Residential Tenancy Branch