



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, 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 and utilities - Section 67;
2. A Monetary Order for damages to the unit - Section 67;
3. A Monetary Order for compensation - Section 67; and
4. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity under affirmation to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The following are agreed facts: The tenancy started on February 1, 2016 and ended on October 1, 2016. During the tenancy rent of \$715.00 was payable on the first day of each month. The tenancy agreement provides for a late rent fee of \$25.00 each. The Tenant was responsible for its own electricity costs. At the outset of the tenancy the Landlord collected \$357.50 as a security deposit. The Parties mutually conducted a move-out condition inspection with completed report copied to the Tenant. The Landlord made two offers to conduct a move out inspection and the Tenant did not

attend either. The Landlord completed the inspection report. The Tenant never provided a forwarding address.

The Landlord states that the Tenant left the unit unclean and with damages. The Landlord provides an invoice for the claimed amount of \$425.00. The invoiced amount includes material costs and no receipts were provided for these costs. The invoice does not set out the hours or hourly amount being claimed. The invoice includes costs for broken blinds and painting the unit. The Tenant agrees that while some cleaning was not done but that the floors were washed and the kitchen cupboards were wiped out. The Tenant states that some of the nail holes on the walls were pre-existing. The Tenant agrees that holes were left on the wall for a shelving unit and a bird rack. The Tenant states that the blinds were damaged at move-in. The Landlord notes that the blinds are not noted on the move-out report.

The Landlord states that the Tenant left junk at the unit. The Landlord claims the costs of removal and provides the invoice for \$141.75. The Tenant states that she did leave some large furniture items behind but that she did this as the Landlord's agent told her she could. The Landlord's Agent who dealt with the Tenant for the move-out denies telling the Tenant to leave anything behind.

The Landlord states that the Tenant paid rent late in July 2016 and failed to pay any rent for August and September 2016. The Landlord claims \$1,430.00 in unpaid rent and \$75.00 for late fees. The Tenant does not dispute this claim.

The Landlord states that the bill for the electricity usage for the period September 22 to November 1 was paid by the Landlord and the Landlord claims the amount of \$214.83. The Landlord claims the per diem amount of this bill for the period September 22 to October 1, 2017 in the amount of \$43.60. The Tenant does not dispute this claim.

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. Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. This section further provides 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.

Given the global amount for the cleaning and repair invoice that does not include receipts for the costs of supplies and does not set out the amount of time taken for the jobs or the hourly rate, considering that no blinds are noted as damaged on the move-out report and as there is no evidence of any attempts to mitigate costs, I find that the Landlord has not substantiated the costs claimed. However given the Tenant's evidence that cleaning was not completed and shelving hole to the walls were left unrepaired and considering the wall damages noted on the move-out report I find that the Landlord has substantiated a nominal amount of **\$100.00** for the Tenant having breached its obligation to leave the unit reasonably clean and undamaged.

Given the Tenant's evidence that large furniture items were left behind, accepting the Landlord's persuasive evidence that the Tenant was not given permission to leave any articles and given the invoice I find that the Landlord has substantiated the costs claimed of **\$141.75** to remove the items from the unit.

Based on the agreement of the Tenant I find that the Landlord has substantiated its claims for unpaid rent, late fees and the electricity in the amount of **\$1,548.60**
(\$1,430.00 + 75.00 + 43.60)

As the Landlord's application has been primarily successful I find that the Landlord is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$1,890.35**.

Deducting the security deposit of **\$357.50** plus zero interest from this amount leaves **\$1,532.85** owed by the Tenant to the Landlord.

Conclusion

I Order the Landlord to retain the security deposit plus interest of \$357.50.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the remaining amount of **\$1,532.85**. 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: September 25, 2017

Residential Tenancy Branch