



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Columbia Property Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNDC, MND, MNSD, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss, for a monetary Order for damage, to keep all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that on June 16, 2017 the Application for Dispute Resolution, the Notice of Hearing, and evidence the Landlord submitted to the Residential Tenancy Branch on June 19, 2017 were sent to the Tenant, via registered mail, at the service address noted on the Application. The Landlord submitted Canada Post documentation that corroborates this statement. The Agent for the Landlord stated that the service address was provided to the Landlord as a forwarding address on June 05, 2017.

In the absence of evidence to the contrary I find that the aforementioned documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Tenant did not appear at the hearing.

Issue(s) to be Decided

Is the Landlord entitled to compensation for damage to the rental unit and to keep all or part of the security deposit?

Background and Evidence

The Agent for the Landlord stated that:

- the tenancy began on June 01, 2015;
- the tenancy ended on June 01, 2017;
- the Tenant agreed to pay monthly rent of \$1,050.00 by the first day of each month;
- the Tenant paid a security deposit of \$525.00;
- a condition inspection report was completed at the beginning of the tenancy; and
- a condition inspection report was completed at the end of the tenancy.

The Landlord is seeking compensation, in the amount of \$193.20, for cleaning the rental unit. The Agent for the Landlord stated that several areas in the rental unit required cleaning at the end of the tenancy. The Landlord submitted an invoice to show that the Landlord incurred this expense.

The Landlord is seeking compensation, in the amount of \$127.98, for replacing the fridge handle. The Agent for the Landlord stated that the handle was pulled off the door during the tenancy. The Landlord submitted an internet quote that indicates it will cost \$127.98 to replace the handle.

The Landlord is seeking compensation, in the amount of \$4.64, for replacing 3 lightbulbs that burned out during the tenancy. The Landlord submitted a receipt to show that the Landlord incurred this expense.

Analysis

When making a claim for damages under a tenancy agreement or the *Act*, the party making the claim has the burden of proving their claim. Proving a claim in damages includes establishing that damage or loss occurred; establishing that the damage or loss was the result of a breach of the tenancy agreement or *Act*; establishing the amount of the loss or damage; and establishing that the party claiming damages took reasonable steps to mitigate their loss.

On the basis of the undisputed evidence I find that the Tenant failed to comply with section 37(2) of the *Act* when the Tenant failed to leave the rental unit in reasonably clean condition at the end of the tenancy; failed to replace the fridge handle that was damaged during the tenancy; and failed to replace light bulbs that burned out during the tenancy. I therefore find that the Landlord is entitled to compensation for the cost of remedying these deficiencies, which was \$325.82.

I find that the Landlord's Application for Dispute Resolution has merit and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of \$425.82, which includes \$325.82 in damages and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to retain \$425.82 from the Tenant's security deposit of \$525.00 in full satisfaction of this monetary claim.

The Landlord must return the remaining \$99.18 of the Tenant's security deposit and I grant the Tenant a monetary Order in this amount. In the event the Landlord does not voluntarily comply with this Order, it may be served on the Landlord, filed with the Province of British Columbia 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 *Act*.

Dated: November 29, 2017

Residential Tenancy Branch