



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CAPITAL REGION HOUSING CORPORATION  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

MNDC, MNR, MND, MNDS, 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 unpaid rent, 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 30, 2017 the Application for Dispute Resolution, the Notice of Hearing, and evidence the Landlord submitted to the Residential Tenancy Branch were sent to the forwarding address provided by the Tenant, via registered mail. The Landlord submitted Canada Post documentation that corroborates this statement. In the absence of evidence to the contrary I find that these 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, to compensation for unpaid rent, and to keep all or part of the security deposit?

### Background and Evidence

The Agent for the Landlord stated that:

- the tenancy began on October 01, 2009;
- the tenancy ended on May 29, 2017;
- at the end of the tenancy the Tenant was paying monthly rent of \$259.00;

- the Tenant provided a forwarding address, via email, on June 22, 2017; and
- the Tenant paid a security deposit of \$350.00 on September 04, 2009.

The Landlord contends that rent was not paid for April or May of 2017, for which the Landlord is seeking compensation of \$518.00.

The Landlord is seeking compensation, in the amount of \$1,800.00, for cleaning the rental unit. The Landlord submitted photographs, which the caretaker stated were taken at the end of the tenancy, which show that a significant amount of property was left in the unit and that the rental unit required cleaning.

The Agent for the Landlord stated that employees of the Landlord spent approximately 60 hours disposing of personal property and cleaning the unit, at an hourly rate of \$25.00 per hour. The Landlord stated that the claim for cleaning included a \$300.00 claim for renting a truck. The Landlord did not submit an invoice for the truck rental.

The Landlord applied for compensation, in the amount of \$1,500.00, for replacing 19 doors in the rental unit. The caretaker stated that all of the doors in the rental unit were damaged during the tenancy, either because there were holes in the doors or the surface of the doors had been damaged by stickers.

The Landlord submitted an invoice which indicates that the Landlord paid \$2,629.48 to purchase 19 doors, \$167.94 (plus tax) of which was for machining. At the hearing the Agent for the Landlord reduced the Landlord's claim to \$713.00, which includes 21 hours of labour for picking up the doors and installing them plus a machining charge of \$188.00.

### Analysis

On the basis of the undisputed evidence I find that the Tenant did not pay the \$518.00 in rent that was due for April and May of 2017. I therefore find that the Tenant must pay this amount to the Landlord.

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. I therefore find that the Landlord is entitled to compensation of \$1,500.00 in compensation for the 60 hours the Landlord's employees spent cleaning the unit and disposing of personal property.

In addition to establishing that a tenant damaged a rental unit, a landlord must also accurately establish the cost of repairing the damage caused by a tenant, whenever compensation for damages is being claimed. I find that the Landlord failed to establish the true cost of renting a truck. In reaching this conclusion I was strongly influenced by the absence of any documentary evidence that corroborates the Agent for the Landlord's testimony that it cost over \$300.00 to rent a truck. When receipts/invoices are available, or should be available with reasonable diligence, I find that a party seeking compensation for those expenses has a duty to present the receipts. On this basis I dismiss the Landlord's claim for compensation for renting a truck.

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. I therefore find that the Landlord is entitled to compensation of \$525.00 in compensation for the 21 hours the Landlord's employees spent installing the doors. I also find that the Landlord is entitled to the full amount of the claim of \$188.00 for machining costs, which is less than the actual cost of machining once tax is added.

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 \$2,831.00, which includes \$518.00 in unpaid rent, \$1,500.00 for cleaning/disposing of property, \$713.00 for replacing the doors, 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 the Tenant's security deposit of \$350.00 in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance \$2,481.00. In the event the Tenant does not voluntarily comply with this Order, it may

be served on the Tenant, 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: December 13, 2017

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Residential Tenancy Branch