



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes            MNSD, MNDC, 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. An Order to retain the security deposit - Section 38;
2. A Monetary Order for compensation - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Tenant did not attend the hearing. I accept the Landlord's evidence that the Tenant was served with the application for dispute resolution and notice of hearing (the “Materials”) by registered mail on July 20, 2017 in accordance with Section 89 of the Act. Section 90 of the Act provides that a document served in accordance with section 89 of the Act is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail I find that the Tenant is deemed to have received the Materials on July 25, 2017. The Landlord was given full opportunity 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 tenancy, under written agreement, started on April 1, 2013 and ended on June 30, 2017. Rent of \$1,050.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$525.00 as a security deposit and \$100.00 as a pet deposit. Although a second agreement was offered this agreement was not executed and the Landlord did not

collect a greater amount for the pet deposit. The Parties mutually conducted a move-in inspection. The Tenant provided its forwarding address at the time of giving its notice to end the tenancy on May 30, 2017. The Landlord made more than two offers to the Tenant to conduct a move-out inspection however the Tenant failed to accept any of the offers.

The Landlord states that the Tenant left the unit unclean and damaged and claims as follows:

- \$770.00 for cleaning the unit, including washing the walls that were left yellowish brown from smoke. The tenancy agreement did not allow smoking in the unit however the Tenant did smoke in the unit. The walls required washing as the Landlord wanted to paint the unit and did paint the unit in July 2017 with none of the painting costs being claimed. The Landlord provides a letter from the cleaner about the state of the unit;
- \$214.83 as an estimated amount for cleaning the basement and stairwell carpets. The Landlord had the carpets cleaned but forgot to supply the invoice as evidence and cannot recall the amount paid for the cleaning; and
- \$120.00 for the costs of a new lock and keys. The Tenant never returned the keys to the unit and after learning that the Tenant had used the keys to enter the unit after the end of the tenancy the Landlord changed the locks. The invoice has been provided for this claimed cost.

### 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, and give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property. 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. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that costs for the damage or loss have been incurred or established. Based on the Landlord's undisputed and supported evidence of cleaning and the provision of the invoice, I find that the Landlord has substantiated that the Tenant failed to leave the unit clean at the end of the tenancy and that the Landlord incurred the costs claimed. I find therefore that the Landlord is entitled to **\$770.00**. As the Landlord provided no evidence of the actual costs to clean the carpet but considering the undisputed evidence that the Tenant failed

to leave them clean I find that the Landlord has not substantiated the amount claimed and is only entitled to a nominal amount of **\$50.00**. Based on the Landlord's undisputed evidence I find that the Tenant failed to return the keys at the end of the tenancy and used the keys without right after the end of the tenancy requiring the Landlord to secure the unit with new locks. Given the invoice I find that the Landlord has substantiated the costs claimed of **\$120.00**.

As the Landlord's application has met with substantial success I find that the Landlord is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$1,040.00**. Deducting the combined security and pet deposit of **\$625.00** plus zero interest from the entitlement leaves **\$415.00** owed to the Landlord.

#### Conclusion

I Order the Landlord to retain the security and pet deposit of \$625.00 in full satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the remaining **\$415.00**. 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: January 11, 2018

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Residential Tenancy Branch