



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND MNR MNDC MNSD FF

### Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, dated August 23, 2017 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage to the unit, site, or property;
- a monetary order for unpaid rent or utilities;
- a monetary order for money owed or compensation for damage or loss;
- an order allowing the Landlord to retain all or part of the security deposit or pet damage deposit; and
- an order granting recovery of the filing fee.

The Landlord was represented at the hearing by J.L., an agent, who provided affirmed testimony. The Tenant did not attend the hearing.

On behalf of the Landlord, J.L. testified the Application package and photographic evidence was served on the Tenant by registered mail on August 30, 2017. The Application package was sent to a forwarding address provided by the Tenant. Pursuant to sections 89 and 90 of the *Act*, documents served by registered mail are deemed to be received five days later. I find the Tenant is deemed to have received the Application package on July 4, 2017.

The Landlord's agent was provided with a full opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

1. Is the Landlord entitled to a monetary order for damage to the rental unit?
2. Is the Landlord entitled to a monetary order for unpaid rent or utilities?
3. Is the Landlord entitled to a monetary order for money owed or compensation for damage or loss?
4. Is the Landlord entitled to retain all or part of the security deposit or pet damage deposit?
5. Is the Landlord entitled to an order granting recovery of the filing fee?

### Background and Evidence

On behalf of the Landlord, J.L. testified the tenancy began on or about May 1, 2012, and ended when the Tenant vacated the rental unit on or about June 30, 2017. At the end of the tenancy, rent was due in the amount of \$1,601.00 per month. According to J.L., the Tenant paid a security deposit of \$800.00, which the Landlord holds.

The Landlord's monetary claim was set out clearly on the Application. First, the Landlord claimed \$1,601.00 for unpaid rent. According to J.L., the Tenant did not pay the final month's rent before vacating the rental unit.

Second, the Landlord claimed \$424.39 for blinds, which amount was paid by the Landlord. Several photographic images depicting damaged blinds in the rental unit were submitted into evidence.

Third, the Landlord claimed \$768.00 to clean the rental unit, which amount was paid by the Landlord. According to J.L., the company used to clean hires cleaners at \$40.00, plus \$8.00 for materials such as cleaning supplies. J.L. confirmed that 16 hours were required to clean the rental unit. Again, photographic images depicted dirt and debris behind the washing machine; stained carpets; the interior of the fridge, microwave, oven, and dishwasher; items left under the kitchen sink and in kitchen drawers; personal items left in the living room; and dirty windows.

Fourth, the Landlord claimed \$1,027.69 to paint the rental unit, which amount was paid by the Landlord. J.L. testified the Landlord paid this amount for paint and materials to provide two coats of paint to the interior of the roughly 700 square foot rental unit.

Fifth, the Landlord claimed \$157.50 for junk removal, which amount was paid by the Landlord. Again, J.L. referred to the photographic images of personal items left behind in the rental unit at the end of the tenancy.

The Landlord also sought to recover the \$100.00 filing fee paid to make the Application.

### Analysis

Based on the unchallenged and affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 67 of the *Act* empowers me to order one party to pay compensation to the other if damage or loss results from a party not complying with the *Act*, regulations or a tenancy agreement.

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided for in sections 7 and 67 of the *Act*. An applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and
4. That the party making the application did what was reasonable to minimize the damage or loss.

In this case, the burden of proof is on the Landlord to prove the existence of the damage or loss, and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the Tenant. Once that has been established, the Landlord must then provide evidence that can verify the value of the loss or damage. Finally it must be proven that the Landlord did what was reasonable to minimize the damage or losses that were incurred.

The Landlord submitted into evidence numerous photographic images depicting the interior of the rental unit. I find the condition of the interior of the rental unit was beyond what might be considered reasonable wear and tear. In addition, I order that, having been successful, the Landlord is entitled to recover the \$100.00 filing fee paid to make the Application. Further, I order that the Landlord is entitled to apply the security deposit held in partial satisfaction of the claims made. Accordingly, pursuant to section 67 of the Act, I find the Landlord has demonstrated an entitlement to a monetary order in the amount of \$3,278.58, which has been calculated as follows:

<b>Item</b>	<b>Amount allowed</b>
Unpaid rent:	\$1,601.00
Blinds:	\$424.39
Cleaning:	\$768.00
Painting:	\$1,027.69
Junk removal:	\$157.50
Filing fee:	\$100.00
<i>LESS</i> security deposit:	(\$800.00)
<b>TOTAL:</b>	<b>\$3,278.58</b>

### Conclusion

Pursuant to section 67 of the *Act*, I grant the Landlord a monetary order in the amount of \$3,278.58. The monetary order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: March 12, 2018

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Residential Tenancy Branch