



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOMELIFE PENINSULA PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

MNDC MND MNSD FF

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held, by teleconference, on May 24, 2018. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage to the unit and for damage or loss under the Act;
- authorization to retain all or a portion of the Tenants' security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and,
- to recover the cost of the filing fee.

The Landlords had an agent, C.L. attend the hearing on their behalf (referred to as the Landlord). The Tenants did not attend the hearing. The Landlord stated that she sent the Tenants each a copy of the Notice of Hearing and evidence by registered mail on October 20, 2017 (to the forwarding address they provided at the move out inspection). Pursuant to section 88 and 90 of the Act, I find the Tenants are deemed to have received these documents on October 25, 2017, the fifth day after their mailing.

The Landlord was provided the 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

- Is the Landlord entitled to a monetary order for damage to the unit and for damage or loss under the Act?
- Is the Landlord entitled to retain all or a portion of the Tenants' security deposit in partial satisfaction of the monetary order requested?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

During the hearing, the Landlord testified the following:

They currently hold the Tenants' security deposit of \$1,125.00. The Tenants moved out of the unit and did the final inspection with the Landlord on September 30, 2017. The condition inspection report was provided into evidence and was signed by both parties, as a fair representation of the condition of the rental unit.

The Tenants left the unit in a state of disrepair (dirty and damaged). As such, the Landlord is requesting compensation for the following items:

Carpet Cleaning Invoice - \$420.00

The condition inspection report identifies that carpet cleaning was not done by the Tenants. The Landlord stated that they paid \$420.00 to have all the carpets cleaned professionally. This invoice is provided into evidence. The Tenancy Agreement is also provided into evidence which shows that the Tenants agreed to clean the carpets prior to moving out.

Cleaning Services Invoice - \$360.00

The Tenants did not clean the unit and the Landlord spent \$360.00 to have the unit professionally cleaned. The Landlord pointed to photos in her evidence to show the cleaning that was required. The Landlord pointed to the condition inspection report which shows that there were several areas throughout the house identified as being "dirty". The Landlord also provided a copy of the receipt for the professional cleaning services rendered.

Door Replacement Invoice - \$162.40

The Landlord stated that the Tenants broke one of the window panes in the front door, and cracked/split the door frame. The Landlord stated that the whole front door had to be replaced and installed. This invoice is for \$162.40 which is the cost of the door from the door shop. This was noted on the condition inspection report, and supported by photos in the Landlord's evidence.

Professional Painting Invoice - \$997.50

The Landlord pointed to photo evidence and the condition inspection report to show and substantiate that the following 5 items were caused by the Tenant. The Landlord had a professional painting company come in and do the following work to restore the rental unit:

1. Install new front door – The Tenants damaged the front door, as stated above, and the installation of the newly purchased door is part of this invoice.

2. Paint two bedrooms – The Tenants damaged the drywall and paint in the bedrooms beyond what is considered to be a reasonable amount. The Landlord stated that the unit was repainted in 2016, but that they had to repair and repaint the two bedrooms because of the significant wear.
3. Fix bathroom shower door – The Tenants broke the handle on the shower door.
4. Fix closet organizer – the Tenants damaged the closet shelves and they needed fixing
5. Repair roof – the Tenants backed their work truck into the gutter and damaged the roof. A small repair was needed to fix this.

NSF and Late Rent Fees - \$50.00

The Landlord provided a ledger showing that rent was paid late in October of 2015, and that a \$25.00 late rent fee was applied as well as a \$25.00 fee for an NSF cheque. As per the Tenancy Agreement provided into evidence, the Tenants agreed to pay these fees.

Analysis

Based on all of the above, the evidence (move out inspection and invoices) and the undisputed testimony provided at the hearing, I find as follows:

Carpet Cleaning Invoice - \$420.00

I find the Tenants are responsible for this amount, as they did not clean the carpets as required by their agreement.

Cleaning Services Invoice - \$360.00

I find the evidence before me sufficiently establishes that the Tenants failed to adequately clean the rental unit, and I find the Tenants' are responsible for this amount.

Door Replacement Invoice - \$162.40

I find the evidence before me sufficiently establishes that the Tenants broke the door to a point that was beyond repair, and I find the Tenants' are responsible for this amount.

Professional Painting Invoice - \$997.50

The Landlord had a professional painting company come in and do the following work to restore the rental unit:

1. Install new front door – I find the evidence before me sufficiently establishes that the Tenants broke the door to a point that was beyond repair, and I find the Tenants' are responsible for this amount.
2. Paint two bedrooms – Although the unit was not repainted since at least 2016, I find the wear and tear on the unit (walls) was beyond what is reasonable and I find the Tenants are responsible for the repainting of these two rooms.
3. Fix bathroom shower door – I find the evidence before me sufficiently establishes that the Tenants broke the shower door, and I find the Tenants' are responsible for this amount.
4. Fix closet organizer – I find the evidence before me sufficiently establishes that the Tenants broke the closet shelves, and I find the Tenants' are responsible for this amount.
5. Repair roof – I find the evidence before me sufficiently establishes that the Tenants damaged the gutter and roof when they backed into it with their truck, and I find the Tenants' are responsible for this amount.

NSF and Late Rent Fees - \$50.00

I find the evidence before me sufficiently establishes that the Tenants paid rent late in October of 2015 and agreed to pay these fees as part of their Tenancy Agreement, and I find the Tenants' are responsible for this amount.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlord was substantially successful with her application, I order the Tenants to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution. Also, I authorize the Landlord to retain the security deposit to offset the other money owed.

In summary, I find the Landlord is entitled to the following monetary order:

Item	Amount
Carpet Cleaning	\$420.00
Cleaning Services	\$360.00
Replacement Door	\$162.40
Repair Invoice	\$997.50
NSF/Late fees	\$50.00
PLUS: Filing Fee	\$100.00
Subtotal:	\$2,089.90
LESS: Security Deposit	\$1,125.00
Total Amount	\$964.90

Conclusion

The Landlord is granted a monetary order in the amount of **\$964.90**, as specified above. This order must be served on the Tenants. If the Tenants fail to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be 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: May 25, 2018

Residential Tenancy Branch