



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDCT, MNSD, MNDL-S, FFT, FFL

Introduction

This hearing was convened in response to cross applications.

The Landlord filed an Application for Dispute Resolution in which the Landlord applied for compensation for damage to the rental unit, to keep all or part of the security deposit, and to recover the fee for filing an Application for Dispute Resolution. The Landlord named the female Tenant in this Application for Dispute Resolution.

The stated that on November 27, 2017 the Application for Dispute Resolution, the Notice of Hearing, and evidence the Landlord submitted to the Residential Tenancy Branch were sent to the female Tenant, via registered mail, at the service address noted on the Tenant's Application for Dispute Resolution. The Landlord cited a tracking number that corroborates this statement.

The stated that she contacted the manager of a residential complex in Black Creek, BC and was advised that the Tenant was residing at the complex. She stated that on November 27, 2017 the Application for Dispute Resolution, the Notice of Hearing, and evidence the Landlord submitted to the Residential Tenancy Branch were also sent to the female Tenant, via registered mail, at the Black Creek address. The Landlord cited a tracking number that corroborates this statement.

On the basis of the testimony of the Landlord and 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)*. As the documents were properly served to the

Tenant the evidence was accepted as evidence for these proceedings and the hearing commenced in the absence of the Tenant.

The Tenants filed an Application for Dispute Resolution in which they applied for a compensation for a premature end to the tenancy, for the return of the security deposit, and to recover the fee for filing an Application for Dispute Resolution.

The Landlord stated that the Tenants' Application for Dispute Resolution was served to her but the Tenant did not serve her with any evidence.

The Landlord was given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. She was advised of her legal obligation to speak the truth during these proceedings.

Preliminary Matter

The teleconference hearing was scheduled to begin at 1:00 p.m. on this date and by the time the teleconference was terminated at 1:22 p.m. the Tenant had not appeared.

I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the Landlord and I were the only ones who had called into this teleconference.

I find that the Tenants failed to diligently pursue their Application for Dispute Resolution and I therefore dismiss the Tenants' Application, without leave to reapply.

Issue(s) to be Decided

Is the Landlord entitled to compensation for damage to the rental unit?
Should the security deposit be retained by the Landlord?

Background and Evidence

The Landlord stated that:

- the Tenant moved into the rental unit on April 01, 2016;
- the parties subsequently signed a fixed term tenancy agreement, the fixed term of which began on October 01, 2017 and was to end on November 30, 2017;
- the rental unit was vacated on October 31, 2017;
- the Tenant agreed to pay monthly rent of \$1,100.00;
- the Tenant paid a security deposit of \$550.00;
- the Tenant paid a pet damage deposit of \$550.00;
- 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 \$399.80, for replacing a vanity that was damaged during the tenancy. The Landlord submitted a condition inspection report which indicates the vanity was in good condition at the start of the tenancy and that it was damaged at the end of the tenancy. The Landlord stated that the female Tenant signed this report to indicate that she agreed with the content of the report.

The Landlord submitted a copy of a receipt for a vanity, in the amount of \$324.80. The Landlord is also seeking \$75.00 in compensation for the time her husband spent installing the cabinet.

The Landlord is seeking compensation, in the amount of \$175.00, for cleaning the rental unit. The condition inspection report that was submitted in evidence indicates that cleaning was required at the end of the tenancy.

The Landlord submitted an invoice for cleaning, in the amount of \$100.00. The Landlord is also seeking \$75.00 in compensation for the three hours she and her husband spent cleaning the unit.

The Landlord is seeking compensation, in the amount of \$28.62, for supplies used to clean the unit, to install the vanity, and to replace light bulbs that had burned out during the tenancy. The Landlord submitted a copy of a receipt for these supplies, in the amount of \$28.62.

The Landlord is seeking compensation, in the amount of \$618.75 for replacing the master bedroom floor that was damaged during the tenancy. The condition inspection report that was submitted in evidence indicates that the master bedroom had normal wear and tear at the start of the tenancy and that the flooring was damaged at the end of the tenancy.

The Landlord stated that she purchased flooring through a popular website from a private seller, for which she paid \$330.00. She stated that she paid a friend \$288.75 to install the flooring.

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, she failed to repair the damaged vanity, and she failed to repair the damaged flooring.

I find that the Landlord is entitled to compensation for the cost of remedying these issues and for the time the Landlord and her husband spent remedying these issues, in the amount of \$1,222.17.

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 Tenants' Application for Dispute Resolution is dismissed, without leave to reapply.

The Landlord has established a monetary claim, in the amount of \$1,322.17, which includes \$1,222.17 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 the Tenant's security/pet damage deposit of \$1,100.00 in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance \$222.17. 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: June 27, 2018

Residential Tenancy Branch