



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      FFL, MNDL-S

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlord on May 16, 2018 (the “Application”). The Landlord sought compensation for damage to the rental unit and reimbursement for the filing fee. The Landlord sought to keep the security deposit.

The Resident Manager and General Manager (the “Representatives”) appeared at the hearing for the Landlord. Nobody appeared at the hearing for the Tenants.

I explained the hearing process to the Representatives who did not have questions when asked. The Representatives provided affirmed testimony.

The Landlord had submitted evidence prior to the hearing. The Tenants had not submitted evidence. I addressed service of the hearing package and Landlord’s evidence.

The Resident Manager testified that the hearing package and evidence were sent to the forwarding address for the Tenants on May 25, 2018. She said she received the forwarding address from the Tenants on the last day of the tenancy. The Landlord had submitted two Canada Post Customer Receipts. The receipts are addressed to the Tenants separately but refer to the same address. The first receipt includes Tracking Number 1 and the second Tracking Number 2 as noted on the front page of this decision. The Landlord submitted the tracking information showing the packages were delivered and signed for May 28, 2018 by one of the Tenants.

I accept the undisputed testimony of the Resident Manager in relation to service and find the hearing packages and evidence were served on the Tenants in accordance with sections 88(d) and 89(1)(d) of the *Residential Tenancy Act* (the “Act”). This is

supported by the Canada Post Customer Receipts and tracking information submitted. Further, I find the hearing packages and evidence were sent in sufficient time to allow the Tenants to prepare for, and appear at, this hearing.

As I was satisfied with service, I proceeded with the hearing in the absence of the Tenants. The Representatives were given an opportunity to present relevant oral evidence, make relevant submissions and ask relevant questions. I have considered all documentary evidence submitted and all oral testimony of the Representatives. I will only refer to the evidence I find relevant in this decision.

### Issues to be Decided

1. Is the Landlord entitled to compensation for damage to the rental unit?
2. Is the Landlord entitled to keep the security deposit?
3. Is the Landlord entitled to reimbursement for the filing fee?

### Background and Evidence

The Landlord sought the following compensation:

Item	Description	Amount
1	Sanitizing and disinfecting carpet	\$131.25
2	Blinds	\$50.00
3	Cleaning	\$192.00
4	Bi-fold door	\$67.20
5	Installing doors	\$40.00
6	Fob not returned	\$50.00
	<b>TOTAL</b>	<b>\$530.45</b>

The Landlord submitted a written tenancy agreement as evidence. It is between a previous landlord and the Tenants regarding the rental unit. The tenancy started February 1, 2012 and was for a fixed term ending July 31, 2012. A security deposit of \$375.00 was paid. Rent was \$750.00 per month. The agreement is signed by the Tenants.

The Landlord submitted a letter advising of a change in the landlord's management company to the current Landlord.

The Resident Manager testified that the Tenants paid a \$50.00 fob fee. She said the Tenants vacated the rental unit September 30, 2017.

The Resident Manager testified as follows. The Tenants provided their forwarding address in writing on September 30, 2017. The Landlord applied to keep the security deposit October 13, 2017.

The Resident Manager testified that there had been a prior hearing between the parties regarding the security deposit. She provided File Number 1 as noted on the front page of this decision. With permission, I looked this up.

The previous hearing dealt in part with the Tenants' application for the return of the security deposit and fob deposit. The decision from the previous hearing indicates that the Landlord filed an Application for Dispute Resolution on October 13, 2017 and a hearing was held May 16, 2018. The decision notes that the Arbitrator in the previous hearing dismissed the Landlord's application with leave to re-apply. The Arbitrator dismissed the Tenants' application for the return of the security deposit and fob deposit with leave to re-apply given the Landlord's application to keep the deposits had been dismissed with leave to re-apply. The Arbitrator ordered that the Landlord return the deposits to the Tenants or file a new Application for Dispute Resolution within 15 days of the Landlord receiving the decision which was issued July 13, 2018.

The Application was filed May 16, 2018, prior to the decision on File Number 1 being issued and therefore within the timeline indicated by the Arbitrator in that decision.

The Resident Manager further testified as follows. The Landlord did not have an outstanding monetary order against the Tenants at the end of the tenancy. The Tenants did not agree in writing at the end of the tenancy that the Landlord could keep the security deposit.

The Resident Manager did not know if a move-in inspection was done. An Apartment Inspection Report had been submitted as evidence. The move-in section is completed. The report shows that one of the Tenants indicated he agreed with the report on move-in. The report appears to be signed by one of the Tenants and someone on behalf of the Landlord. It shows the move-in inspection date as January 27, 2012. The Resident Manager testified that the unit would have been empty at the time of the move-in inspection. The General Manager testified that the Landlord would never have done a move-in inspection without the unit being empty. The General Manager testified that it

is policy to do an inspection with tenants and then provide them with a copy of the report and that the Landlord's managers are all trained to do so.

The Resident Manager testified as follows in relation to a move-out inspection. She did the inspection with the Tenants September 30, 2017. The unit was empty at the time. She completed the Apartment Inspection Report on move-out. She signed the report but the Tenants refused to sign it. She provided a copy of the report to the Tenants September 30, 2017.

The Resident Manager testified as follows in relation to the compensation sought.

### ***Sanitizing and disinfecting carpet***

The Resident Manager testified that the unit smelled like cat urine upon move-out and that the flooring had to be cleaned. She pointed to the Apartment Inspection Report which notes this.

The Landlord had submitted two notices to the Tenants issued in June of 2017 about the smell of cat urine in the rental unit.

The Landlord had submitted an invoice for the cleaning services which shows it cost \$131.25.

### ***Blinds***

The Resident Manager testified that the Tenants left one of the blinds in the unit broken upon move-out. She said it could not be repaired and had to be replaced. She pointed to the Apartment Inspection Report which shows a blind in the living room was fine on move-in and broken on move-out.

The Landlord had submitted a photo of the broken blind.

The Landlord had submitted an invoice for the blind showing it cost \$50.01.

### ***Cleaning***

The Landlord had submitted an invoice for cleaning the unit showing it cost \$192.00. The Resident Manager testified that this was for one cleaner at \$40.00 per hour. The

invoice shows the cleaning took four hours. The invoice includes \$32.00 for cleaning materials.

The Apartment Inspection Report shows numerous areas of the rental unit were dirty and required cleaning upon move-out.

The Landlord had submitted photos showing the unit was dirty upon move-out.

### ***Bi-fold door***

The Resident Manager testified that there was a broken door in the unit upon move-out. She pointed to a photo submitted by the Landlord showing the door with a chunk missing from the bottom.

The Apartment Inspection Report shows the doors in the bedroom were fine on move-in and that there was a broken bi-fold door on move-out.

The Landlord had submitted an invoice showing the bi-fold door cost \$67.20.

### ***Installing doors***

The Resident Manager testified that the Tenants removed doors from inside the rental unit and kept them in storage. She said the doors had to be put back on upon move-out. She testified that the maintenance cost for putting the doors back on included the cost of replacing the broken door.

The Landlord had submitted photos showing some of the doors had been removed in the unit.

The Landlord had submitted an invoice for the cost of installing the doors showing it cost \$40.00 for one hour.

### ***Fob not returned***

The Resident Manager testified that the Tenants did not return a fob on move-out. She said the fob was not recorded in the tenancy agreement because they did not have a

fob system when the agreement was entered into. She testified that the Landlord collected a \$50.00 deposit for the fob. She said it cost \$100.00 to replace the fob.

The Apartment Inspection Report notes that the fob was not returned.

The Landlord had submitted a photo of the keys returned by the Tenants. The key ring does not include a fob.

### Analysis

Based on the Apartment Inspection Report, I find the Tenants did not extinguish their rights in relation to the security deposit under section 24(1) of the *Act*.

Based on the Apartment Inspection Report, and the undisputed testimony of the Representatives, I find the Landlord did not extinguish their rights in relation to the security deposit under section 24(2) of the *Act*.

Based on the undisputed testimony of the Resident Manager, I find that neither party extinguished their rights in relation to the security deposit under section 36 of the *Act*.

Pursuant to section 38 of the *Act*, the Landlord was required to repay the security deposit or apply for dispute resolution claiming against it within 15 days of September 30, 2017, the date the tenancy ended and the date the Landlord received the Tenants' forwarding address in writing.

Given the decision in relation to File Number 1, the Landlord had 15 days from receiving the decision issued on July 13, 2018 to repay the security deposit or file a new application claiming against it. The Landlord had already filed the Application and therefore complied with the decision in relation to File Number 1.

Section 7 of the *Act* states:

(1) If a...tenant does not comply with this Act...or their tenancy agreement, the non-complying...tenant must compensate the [landlord] for damage or loss that results.

(2) A landlord...who claims compensation for damage or loss that results from the [tenant's] non-compliance...must do whatever is reasonable to minimize the damage or loss.

Section 37 of the *Act* addresses tenant's obligations upon vacating a rental unit and states:

(2) When a tenant vacates a rental unit, the tenant must

(a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and

(b) 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.

Policy Guideline 16 deals with compensation for damage or loss and states in part the following:

It is up to the party who is claiming compensation to provide evidence to establish that compensation is due. In order to determine whether compensation is due, the arbitrator may determine whether:

- a party to the tenancy agreement has failed to comply with the Act, regulation or tenancy agreement;
- loss or damage has resulted from this non-compliance;
- the party who suffered the damage or loss can prove the amount of or value of the damage or loss; and
- the party who suffered the damage or loss has acted reasonably to minimize that damage or loss.

***Sanitizing and disinfecting carpet***

Based on the undisputed testimony of the Resident Manager, and the documentary evidence submitted, I find as follows. The unit smelled like cat urine upon move-out. This smell was caused by the Tenants. The Tenants breached section 37 of the *Act*. The flooring in the unit had to be cleaned. The cleaning cost \$131.25. I find this amount to be reasonable and award the Landlord reimbursement for this amount.

***Blinds***

Based on the undisputed testimony of the Resident Manager, and the documentary evidence submitted, I find as follows. The Tenants left one of the blinds in the living room broken. The Tenants therefore breached section 37 of the *Act*. The Landlord had to replace the blinds. The replacement of the blinds cost \$50.01. I find the \$50.00 requested to be reasonable and award the Landlord reimbursement for this amount.

***Cleaning***

Based on the undisputed testimony of the Resident Manager, and the documentary evidence submitted, I find as follows. The Tenants left the rental unit dirty upon move-out. The Tenants breached section 37 of the *Act*. The rental unit had to be cleaned. The cost of the cleaning was \$192.00.

I find that \$40.00 per hour for the cleaner is more than the average cost of a cleaner. The Landlord was entitled to use this specific cleaner but did not minimize their loss by doing so. I award the Landlord \$25.00 per hour of cleaning for a total of \$100.00. I award the Landlord reimbursement for the cleaning materials as I find this cost reasonable. The Landlord therefore is awarded \$132.00 for the cleaning.

***Bi-fold door***

Based on the undisputed testimony of the Resident Manager, and the documentary evidence submitted, I find as follows. The Tenants broke a door in the rental unit. The Tenants breached section 37 of the *Act*. The door had to be replaced at a cost of \$67.20. I find this amount to be reasonable and award the Landlord reimbursement for this amount.



***Installing doors***

Based on the undisputed testimony of the Resident Manager, and the documentary evidence submitted, I find as follows. The Tenants removed doors in the rental unit. The Tenants breached section 37 of the *Act*. The doors had to be put back on, including the broken door. The cost of doing so was \$40.00. I find this amount to be reasonable and award the Landlord reimbursement for this amount.

***Fob not returned***

Based on the undisputed testimony of the Resident Manager, and the documentary evidence submitted, I find as follows. The Tenants did not return a fob key upon move-out. The Tenants breached section 37 of the *Act*. The cost of replacing the fob is \$100.00. I find the request to keep the \$50.00 fob key deposit reasonable and authorize the Landlord to do so.

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

Item	Description	Amount
1	Sanitizing and disinfecting carpet	\$131.25
2	Blinds	\$50.00
3	Cleaning	\$132.00
4	Bi-fold door	\$67.20
5	Installing doors	\$40.00
6	Fob not returned	\$50.00
	<b>TOTAL</b>	<b>\$470.45</b>

Given the Landlord was successful in this application, I grant the Landlord reimbursement for the \$100.00 filing fee pursuant to section 72(1) of the *Act*.

In total, the Landlord is entitled to \$570.45. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to keep the \$375.00 security deposit. Further, the Landlord is entitled to keep the \$50.00 fob fee. The Landlord is entitled to a further Monetary Order in the amount of \$145.45.

**Conclusion**

The Application is granted. The Landlord is entitled to \$570.45.

The Landlord is authorized to keep the security deposit and fob deposit in the amount of \$425.00.

The Landlord is entitled to a Monetary Order in the amount of \$145.45. This Order must be served on the Tenants and, if the Tenants do not comply with the Order, it may be filed in the Provincial Court (Small Claims) 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: August 07, 2018

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Residential Tenancy Branch