



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CONFIDE ENTRPRISES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNDCL-S, MNRL-S, MNDL-S, FFL

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss, for a monetary Order for unpaid rent, for a monetary order for damage; to keep all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that on March 05, 2018 the Application for Dispute Resolution and the Notice of Hearing were sent to each Tenant, via registered mail, at the service address noted on the Application. The Agent for the Landlord cited two Canada Post tracking numbers that corroborate this statement. 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)*; however neither Tenant appeared at the hearing.

Issue(s) to be Decided

Is the Landlord entitled to compensation for damage to the rental unit, to compensation for unpaid rent, and to keep all or part of the security deposit?

Background and Evidence

The Resident Manager stated that:

- the tenancy began on January 01, 2015;
- the tenancy ended on January 29, 2018;
- at the end of the tenancy the rent was \$951.00 per month;

- the Tenants paid a security deposit of \$462.50; and
- the Tenants provided their forwarding address, via text message, on February 16, 2018.

The Landlord is seeking compensation, in the amount of \$416.50, for cleaning the rental unit. The Landlord submitted photographs, which the Resident Manager stated were taken at the end of the tenancy, which show the rental unit required cleaning. The Landlord submitted invoices to show that the Landlord paid \$311.85 to remove furniture that was left behind and to clean the carpets. The Landlord is also seeking compensation for the 6.5 hours the Resident Manager spent cleaning the rental unit.

The Landlord is seeking compensation, in the amount of \$14.00, for replacing blinds that were damaged during the tenancy. The Landlord submitted photographs, which the Resident Manager stated were taken at the end of the tenancy, which show the damaged blinds. The Resident Manager stated that the Landlord replaced seven slats from stock they had on hand, which the Landlord valued at \$2.00 each.

The Landlord is seeking compensation, in the amount of \$200.00, for painting the rental unit. The Resident Manager stated the walls were dirty and in need of painting. The Landlord is seeking compensation for the time the Resident Manager spent cleaning the rental unit, which was painted with paint the Landlord had in stock.

The Landlord is seeking compensation, in the amount of \$1.00, for unpaid rent from January of 2018. The Resident Manager stated the Tenants only paid \$950.00 in rent for January, leaving arrears of \$1.00.

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 Tenants failed to comply with section 37(2) of the *Act* when they failed to leave the rental unit, including the walls, in reasonably clean condition at the end of the tenancy and they failed to repair the blinds that were damaged during the tenancy. I therefore find that the Landlord is entitled to the full amount of their claim for damages, which is \$629.60.

On the basis of the undisputed evidence I find that the Tenants still owe \$1.00 in rent for January of 2018.

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 Landlord has established a monetary claim, in the amount of \$730.60, which includes \$629.60 in damages, \$1.00 in unpaid rent, 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 deposit of \$462.50 in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance \$268.10. In the event the Tenants do not voluntarily comply with this Order, it may be served on the Tenants, 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: September 24, 2018

Residential Tenancy Branch