



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNSD, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord filed under the Residential Tenancy Act (the “Act”), for a monetary order for damages to the unit, for an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee.

The landlord’s agent attended the hearing. As the tenants did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord’s agent testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail on March 16, 2018, Canada post tracking numbers were provided as evidence of service. The agent stated the tenants failed to pick up the packages.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later. I find that the tenants have been duly served in accordance with the Act. Refusal or neglect to pick up the packages does not override the deemed service provision of the Act.

The landlord’s agent appeared gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

### Issues to be Decided

Is the landlord entitled to monetary compensation for damages?

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

### Background and Evidence

The tenancy began on July 1, 2014. Current rent in the amount of \$1,201.00 was payable on the first of each month. The tenants paid a security deposit of \$550.00. The tenancy ended on February 8, 2018.

A move-in and move-out condition inspection report was completed.

The landlord claims as follows:

a.	Removal and disposal of furniture	\$ 855.75
b.	Replacement of baseboard heaters	\$ 111.96
c.	Replacement of fan	\$ 64.98
d.	Replacement of three (3) missing blinds	\$ 119.29
e.	Repair cabinet door and drawers	\$ 146.00
f.	Bedbug treatment	\$ 225.00
g.	Repair damaged walls and ceilings	\$ 502.00
h.	Missing outlet covers	\$ 39.92
i.	Cleaning and supplies	\$ 480.00
j.	Filing fee	\$ 100.00
	<b>Total claimed</b>	<b>\$2,644.90</b>

The landlord's agent testified that the tenants did not remove their furniture from the rental unit and they had to have it removed and disposed. The landlord seeks to recover the cost of removal and disposal in the amount of \$855.75.

The landlord's agent testified that the tenants removed the baseboards heaters from the wall. The landlord seeks to recover the cost of replacement of the heaters in the amount of \$111.96.

The landlord's agent testified that the ceiling fan was broken and missing parts. The landlord seeks to recover the cost of replacement of the fan in the amount of \$64.98.

The landlord's agent testified that the tenants removed three (3) window blinds and they were not left in the rental unit. The landlord seeks to recover the cost of the blinds in the amount of \$119.29.

The landlord's agent testified that the tenants caused damage to the cabinet door and drawers, which they had them repaired. The landlord seeks to recover the cost of repair in the amount of \$146.00.

The landlord's agent testified that the tenants would bring into the rental unit used bed mattresses and other used items. The agent stated that this caused a bedbug infestation which had to be treated. The agent stated that no other units were impacted. The landlord seeks the cost of treatment in the amount of \$225.00.

The landlord's agent testified that the tenants caused damage to the walls and ceilings by attaching cable wire which was throughout the rental unit. The agent stated that the tenants also had attached a large fish aquarium to the drywall, which that drywall had to be replaced. The landlord seeks to recover the cost of the repairs in the amount of \$502.00.

The landlord's agent testified that the outlet covers were missing and were not found in the rental unit. The landlord seeks to recover the cost of the covers in the amount of \$39.92.

The landlord's agent testified that the rental unit was left extremely dirty and they had to purchase supplies and have the unit cleaned. The landlord seeks to recover the cost of cleaning in the amount of \$480.00.

Filed in evidence is a copy of the move-in and move-out condition inspection report, photographs and receipts in support of the landlord's claim.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the landlord has the burden of proof to prove their claim

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-comply landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

How to leave the rental unit at the end of the tenancy is defined in Part 2 of the Act.

### **Leaving the rental unit at the end of a tenancy**

*37 (2) When a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.*

Normal wear and tear does not constitute damage. Normal wear and tear refers to the natural deterioration of an item due to reasonable use and the aging process. A tenant

is responsible for damage they may cause by their actions or neglect including actions of their guests or pets.

I accept the undisputed evidence of the landlord's agent that the tenants left their furniture in the rental unit, which had to be removed and disposed of; caused damage to the rental unit, which had to be repaired; and left the rental unit dirty.

The move-out condition inspection report submitted as evidence by the landlord was signed by the tenants. The tenants agreed to the condition they left the rental unit. The photographs show the rental unit was damaged and was not left reasonable clean as required by the Act. I find the tenants have breached section 37 of the Act and this caused the landlord losses.

Therefore, I find the landlord has established a total monetary claim of **\$2,644.90** comprised of the above described amounts and the \$100.00 fee paid for this application.

I order that the landlord retain the security deposit of **\$550.00** in partial satisfaction of the claim and I grant the landlord an order under section 67 of the Act for the balance due of **\$2,094.90**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court. The **tenants are cautioned** that costs of such enforcement are recoverable from the tenants.

### Conclusion

The landlord is granted a monetary order and may keep the security deposit in partial satisfaction of the claim and the landlord is granted a formal order for the balance due.

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: October 11, 2018

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Residential Tenancy Branch