



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GREATER VICTORIA HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

MND, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for damage to the rental unit pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover its filing fee for this application from the tenant pursuant to section 72.

The landlord's agent (the landlord) attended the hearing via conference call and provided undisputed affirmed testimony. The tenants did not attend or submit any documentary evidence. The landlord stated that both tenants were served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail. The landlord has provided in her direct testimony the Canada Post Customer Receipt Tracking numbers for both packages. The landlord also stated that an online search using the provided Customer Receipt Tracking numbers show that both packages were received and signed for by the tenant, J.B. on June 1, 2018.

I accept the undisputed evidence of the landlord and find that the tenants were properly served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail as claimed and find that both parties have been sufficiently served as per section 90 of the Act.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for damage and recovery of the filing fee?
Is the landlord entitled to retain all or part of the security deposit?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on December 15, 2010 on a month to month basis as per the submitted signed tenancy agreement dated November 26, 2010. The monthly market rent was \$779.00 and a security deposit of \$389.50 was paid. A condition inspection report for the move-in was completed by both parties on December 10, 2010. A condition inspection report for the move-out was completed by both parties on May 3, 2018.

The landlord seeks a monetary claim of \$885.00 which consists of:

\$602.43	Cleaning, Repairs/Replacement
\$51.30	Melamine for Kitchen
\$46.19	Replacement Blinds
\$150.08	Replacement Mirrored Door
\$35.00	Key Replacement, 1 laundry card and 2 door keys

The landlord claims that the tenant vacated the rental unit leaving it damaged and dirty. The landlord claims that the tenant left the rental unit dirty requiring cleaning; damaged blinds and a mirrored door requiring replacement; wall damage requiring repairs; and damaged kitchen cabinets requiring repairs. In support of these claims the landlord has submitted 10 photographs detailing the damaged blinds, mirrored door, kitchen cabinets and walls in the rental unit caused by the tenants. The landlord also submits in support of the claims:

- Cost Sheet outlining tenant's cost(s) if repairs/replacement is performed by the landlord (laundry card replacement at \$5.00; key replacement at \$15.00 each).
- An online print out of an advertisement of an estimate of \$41.24 (\$46.19 GST and PST) for replacement of a 24X64 Faux Wood Blind
- An online print out of an advertisement of an estimate of \$268.00 for replacement of a 72 inch Frameless Mirrored Sliding Door (\$150.08 GST and PST).
- A detailed invoice generated by the landlord for labour in repairing/replacement of damaged items for \$602.43.

The landlord stated that no invoices/receipts were submitted as the application was filed prior to any repair/replacement work was performed.

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the

damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. In this case, the onus is on the landlord to prove on the balance of probabilities that the tenant caused the damage and that it was beyond reasonable wear and tear that could be expected for a rental unit of this age.

I accept the undisputed affirmed evidence of the landlord and find on a balance of probabilities that the tenants vacated the rental unit damaged and dirty as indicated on the completed condition inspection report for the move-out dated May 3, 2018 and the submitted 10 photographs. Although the landlord failed to provide actual invoices/receipts for repairs/replacement of the damaged items, I accept the landlord's claims that labour hours were spent replacing and repairing the various items. I also accept the landlord's undisputed affirmed testimony that the cost of each of the repair/replacement items based upon estimates as per the print out(s) of the online advertisements. On this basis, I find that the landlord has established a claim for \$885.00.

The landlord having been successful is also entitled to recovery of the \$100.00 filing fee. I authorize the landlord to retain the \$389.50 security deposit (0 interest accrued) in partial satisfaction of this claim.

Conclusion

The landlord is granted a monetary order for \$595.50.

This order must be served upon the tenants. Should the tenants fail to comply with the order, the order may be filed in the Small Claims Division of the Provincial 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 *Residential Tenancy Act*.

Dated: November 06, 2018

Residential Tenancy Branch