



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDL-S, MNDCL-S, FFL

### Introduction

On July 16, 2018, the Landlord applied for a Dispute Resolution proceeding seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “*Act*”), seeking to apply the security deposit towards these debts pursuant to Section 67 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

K.B. attended the hearing as an agent for the Landlord; however, the Tenant did not make an appearance. All in attendance provided a solemn affirmation.

The Landlord stated that the Tenant vacated the rental unit in a hurry, late at night and she did not provide a forwarding address in writing. The Landlord stated that she received the Tenant’s forwarding address via a phone call from her father. She advised that she served the Tenant a Notice of Hearing package and her evidence by registered mail on July 19, 2018 and September 20, 2018 respectively (the registered mail tracking numbers are on the first page of this decision). The tracking history confirmed that these packages were signed for. In accordance with Sections 89 and 90 of the *Act*, and based on this undisputed testimony, I am satisfied that the Tenant was served the Landlord’s Notice of Hearing package and evidence.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Landlord entitled to a Monetary Order for compensation for cleaning, carpet cleaning, hydro, and repairs?
- Is the Landlord entitled to apply the security deposit towards these debts?
- Is the Landlord entitled to recover the filing fee?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

The Landlord stated that the tenancy started on March 1, 2016 and the tenancy ended when the Tenant vacated the rental unit on June 30, 2018. Rent was currently established at \$830.00 per month, due on the first day of each month. A security deposit of \$400.00 was also paid.

The Landlord advised that a move-in inspection report was conducted with the Tenant on March 1, 2016 and she submitted a copy of this report. She stated that she attended the rental unit on June 30, 2018 at 9:00 AM for the scheduled move-out inspection and the Tenant advised that she would need several more hours or until the nighttime to finish cleaning. The Landlord offered her another opportunity to attend the move-out inspection on July 3, 2018 but the Tenant stated that she would be leaving the city immediately after cleaning on June 30, 2018. The Landlord then stated that she would conduct the inspection by herself after and send a copy of this report to the Tenant.

The Landlord advised that she was seeking compensation in the amount of **\$150.00** for cleanup of the rental unit at the end of the tenancy as the Tenant did not adequately clean prior to vacating. She referenced pictures and an invoice submitted into evidence to support this claim. She advised that it took the cleaning company 6 hours of cleaning at \$25.00 per hour to rectify this issue.

The Landlord advised that she was seeking compensation in the amount of **\$89.25** for the cost of carpet cleaning of the rental unit. She stated that cleaning of the carpet is a requirement upon move-out, according to the tenancy agreement. She referenced the

tenancy agreement, pictures, and an invoice submitted into evidence to support this claim that the carpet was not cleaned upon move-out.

She submitted that she was seeking compensation in the amount of **\$280.90** for hydro from April 17, 2018 to June 14, 2018 and **\$59.30** for hydro from June 15, 2018 to June 30, 2018. She referenced the tenancy agreement and hydro invoices submitted into evidence to support this claim and stated that the Tenant was responsible for 60% of the hydro bills.

She then submitted that she was seeking compensation in the amount of **\$311.81** for the cost of labour and supplies to replace damaged blinds and doorknobs in the rental unit. She referenced the pictures and the invoice submitted into evidence that outlined the costs associated with fixing these issues.

The Landlord stated that she was seeking compensation in the amount of **\$122.06** because the Tenant had called the Landlord on May 6, 2018 due to a plugged toilet. The Landlord had a plumber attend and it was determined that the toilet was plugged due to a large amount of toilet paper. The Landlord submitted a copy of a letter addressed to the Tenant advising her that she was responsible for this cost, and she submitted an invoice for the cost of the toilet repair.

Finally, she advised that she was seeking compensation in the amount of **\$113.11** for the cost to replace the fridge crisper because the Tenant had broken it during the tenancy. She submitted a copy of the invoice for the cost to replace this item.

### Analysis

Upon consideration of the evidence before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this decision are below.

Section 23 of the *Act* states that the Landlord and Tenant must inspect the condition of the rental unit together on the day the Tenant is entitled to possession of the rental unit or on another mutually agreed day.

Section 35 of the *Act* states that the Landlord and Tenant must inspect the condition of the rental unit together before a new tenant begins to occupy the rental unit, after the

day the Tenant ceases to occupy the rental unit, or on another mutually agreed day. As well, the Landlord must offer at least two opportunities for the Tenant to attend the move-out inspection.

Sections 24(2) and 36(2) of the *Act* state that the right of the Landlords to claim against a security deposit for damage is extinguished if the Landlord does not comply with the requirements of ensuring attendance for the condition inspections. However, in this case, the Landlord completed a move-in inspection report with the Tenant and provided her with two opportunities to conduct a move-out inspection. In addition, these Sections of the *Act* pertain to a Landlord's right to claim for damage, and as the Landlord's also applied for utilities owing and issues which would not be considered solely damage claims, the Landlord still retains a right to claim against the security deposit. As such, I am satisfied that the Landlord has not extinguished her right to claim against the security deposit.

With respect to the Landlord's claims for damages, when establishing if monetary compensation is warranted, I find it important to note that Policy Guideline # 16 outlines that when a party is claiming for compensation, "It is up to the party who is claiming compensation to provide evidence to establish that compensation is due", that "the party who suffered the damage or loss can prove the amount of or value of the damage or loss", and that "the value of the damage or loss is established by the evidence provided."

Regarding the Landlord's claims for compensation, I find that the Landlord has provided substantial documentary evidence to support each of these claims. In addition, these claims are undisputed. As such, I am satisfied from this undisputed evidence provided that the Landlord has corroborated claims for compensation to rectify these issues. As such, I grant the Landlord a monetary award in the amount of **\$1,126.43** to compensate the Landlord for these losses.

As the Landlord was successful in her claims, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this application. Under the offsetting provisions of Section 72 of the *Act*, I allow the Landlord to retain the security deposit in partial satisfaction of the debts outstanding.

Pursuant to Sections 67 and 72 of the *Act*, I grant the Landlord a Monetary Order as follows:

**Calculation of Monetary Award Payable by the Tenant to the Landlord**

Cleaning	\$150.00
Carpet cleaning	\$89.25
Hydro	\$340.20
Replacement and repair of blinds and doorknobs	\$311.81
Repair of toilet	\$122.06
Repair of fridge crisper	\$113.11
Filing fee	\$100.00
Security deposit	-\$400.00
<b>TOTAL MONETARY AWARD</b>	<b>\$826.43</b>

Conclusion

The Landlord is provided with a Monetary Order in the amount of **\$826.43** in the above terms, and the Tenant must be served with **this Order** as soon as possible. Should the Tenant fail to comply with this Order, this 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: December 3, 2018

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Residential Tenancy Branch