



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNSD 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 recover the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted by conference call. The tenant did not attend this hearing, although I waited until 2:00 p.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 1:30 p.m. The landlord attended the hearing and was given a full opportunity to provide affirmed testimony and present evidence.

The landlord testified that on August 10, 2018, a copy of the Application for Dispute Resolution and Notice of Hearing was sent to the tenant by registered mail. The landlord provided a registered mail tracking number(s) in support of service. The hearing was originally scheduled to be heard on December 6, 2018 but was rescheduled by the Residential Tenancy Branch (the "Branch") to today's date. The Branch sent e-mails to both parties advising them of the rescheduled hearing date and time and dial in instructions.

Based on the above evidence, I am satisfied that the tenant was served with the Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to sections 89 & 90 of the Act. The hearing proceeded in the absence of the tenant.

Issues

Is the landlord entitled to a monetary award for damage to the rental unit?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

The tenancy began on May 1, 2016 with a monthly rent of \$900.00 payable on the 1st day of each month. The tenancy ended on April 30, 2018. The tenant paid a security deposit of \$450.00 at the start of the tenancy. In a decision dated July 20, 2018 the landlord was ordered to return the security deposit including double the amount to the tenant.

The landlord testified the tenancy ended pursuant to a sale of the rental unit. On the move-out date the house was in disarray. The landlord had to get the rental unit professionally cleaned an invoice for which was submitted in the amount of \$250.95. The landlord also had to replace a medicine cabinet that was removed by the tenant. A picture of the missing cabinet was submitted as well as an invoice for the replacement cost in the amount of \$123.19. The landlord also testified that there was nail polish damage on the floors pictures of which were submitted. The landlord submits it is difficult to quantify the loss for this damage specifically but that the entire sale price had to be renegotiated to reflect the damage. The landlord submits that the sale price was reduced by \$2000.00 and a copy of the sale contract reflecting the reduced price was submitted.

The landlord is claiming \$2000.00 inclusive of the filing fee and the expenses incurred to clean the unit as well as the missing medicine cabinet.

Analysis

Section 7 of the Act provides for an award for compensation for damage or loss as a result of a landlord or tenant not complying with this Act, the regulations or their tenancy agreement. Under this section, the party claiming the damage or loss must do whatever is reasonable to minimize the damage or loss.

Section 37 of the Act requires that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear.

I find that the tenant did not leave the rental unit reasonably clean and undamaged and this is supported by the landlord's evidence submissions and undisputed testimony. I find that the landlord has established the existence of the damage or loss as claimed and that it occurred due to the actions or neglect of the tenant.

I accept the landlord's uncontested testimony and supporting evidence and find the landlord has suffered a loss as claimed in the amount of \$2000.00 as reflected by the reduced sale price.

The above award includes the filing fee for this application.

The landlord is entitled to a Monetary Order in the amount of \$2000.00.

Conclusion

Pursuant to section 67 of the *Act*, I grant the landlord a Monetary Order in the amount of \$2000.00. 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 19, 2018

Residential Tenancy Branch