



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TRANSPACIFIC REALTY ADVISORS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCL-S, MNDL-S, FFL

Introduction

On September 13, 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*.

G.N., M.B., and S.A. attended the hearing as agents for the Landlord and the Tenant attended the hearing as well. All in attendance provided a solemn affirmation.

The Landlord advised that the Notice of Hearing package was served by registered mail on September 18, 2018 and the Tenant acknowledged that he received this. 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.

The Landlord advised that they served their evidence to the Tenant by registered mail on December 14, 2018 and the Tenant confirmed that he received this evidence. I am satisfied that this evidence was served in compliance with Rule 3.14 of the Rules of Procedure, and as such, I have accepted this evidence and will consider it when rendering this decision.

The Tenant advised that he did not submit any 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?
- 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.

All parties agreed that the tenancy started on February 1, 2016 and ended on August 31, 2018 when the Tenant gave up vacant possession of the rental unit. Rent was established at \$830.00 per month, due on the first day of each month. A security deposit of \$415.00 was also paid. The Landlord is still holding a \$40 remote deposit paid by the Tenant.

All parties agreed that a move-in inspection report was conducted with the Tenant on February 1, 2016. All parties agreed that a move-out inspection report was scheduled for August 31, 2018; however, the Tenant stated at the time of the scheduled inspection that he had to leave. The Tenant left the keys, left his receipts for cleaners, did not complete the inspection, and left the property. The Tenant advised that the pictures that the Landlord submitted as documentary evidence demonstrate that his cleaners did not do an adequate job of cleaning the rental unit. He also advised that he did not propose an alternate time for the move-out inspection report. A move-out inspection report was completed in the Tenant's absence and copies of the inspection reports were submitted as documentary evidence.

The Landlord submitted that they are seeking compensation in the amount of **\$20.00** for the cost of a specialty lightbulb that was burnt out and was not replaced by the Tenant.

The Tenant stated that he would not have noticed that this was burnt out and that he had been living in his new rental unit for a month and a half before this tenancy ended.

The Landlord submitted that they are seeking compensation in the amount of **\$180.00** for the cost of cleaning the rental unit. They hired a cleaning company at a rate of \$30.00 per hour, they submitted a receipt for this cleaning, and they referenced a

number of pictures that demonstrated that the Tenant did not leave the rental unit in a re-rentable state.

The Tenant advised that it was not his fault if his cleaners did not do an adequate job of cleaning the rental unit. He also stated that the rental unit was an old building and the appearance of the rental unit was due to the property's age and condition.

The Landlord submitted that they were seeking compensation in the amount of **\$60.00** for the cost of power washing the patio. They provided an invoice for this work and referenced relevant photos to substantiate this claim.

The Tenant did not have any submissions with respect to this claim.

The Landlord submitted that they are seeking compensation in the amount of **\$150.00** for the cost of window cover cleaning as this is their standard price if the window covers require cleaning. They submit that these were dirty and damaged and had to be replaced. They are only seeking to recover the base cost of the cleaning even though the cost to replace these amounted to more. They provided a copy of the invoice and referenced applicable pictures.

The Tenant advised that the blinds were cheap and flimsy and would routinely break with regular use. He stated that he paid to replace the blinds once before, but they broke again. He stated that this was normal wear and tear.

The Landlord responded by indicating that every unit is equipped with the same blinds and they have not had this issue with any of the other tenants.

The Landlord submitted that they are seeking compensation in the amount of **\$100.00** for the cost of removing and disposing of junk that the Tenant left in the rental unit after vacating. They advised that this was the minimum they charge for this service and they referenced the invoice and the photos to corroborate this claim.

The Tenant advised that he did not leave anything that was not in the rental unit when he moved in. He stated that he did not live in the rental unit for a month and a half before the tenancy ended and that contractors that were in the rental unit may have left property there.

The Landlord advised that no one entered the rental unit except for showings and that the Tenant was always made aware of these with the proper notice.

The Tenant refuted this and stated that there were definitely modifications made to the bathroom counter when he was not living there.

The Landlord submitted that they are seeking compensation in the amount of **\$75.00** for the cost of removing hooks and screws that were left. They cited the invoice and numerous photos to substantiate this claim.

The Tenant did not have any submissions with respect to this claim.

The Landlord submitted that they are seeking compensation in the amount of **\$100.00** for the cost of repairing broken baseboards. They referenced the submitted invoice and photos to support this claim.

The Tenant advised that the property was old and run down and that any damage was as a result of wear and tear.

The Landlord submitted that they are seeking compensation in the amount of **\$180.00** for the cost of replacing two valances for the patio door blinds. They noted numerous photos to substantiate this claim.

The Tenant advised that the valances were part of the cheap blinds. He stated that he lived alone, he did not have kids, and that he was hardly in the rental unit. He submits that these were cheap and poorly designed.

The Landlord submitted that they are seeking compensation in the amount of **\$50.00** for the cost to replace a missing dishwasher filter. They stated that the dishwasher was brand new to the unit and that they explained to the Tenant that the filter needed to be cleaned periodically. They advised that the filter was removed prior to the end of tenancy and was not found. They stated that the dishwasher cannot be operated without this filter. They referenced the invoice for this part and a picture to show that it is missing.

The Tenant stated that he never touched the filter and that he never used the dishwasher. He advised that he ate at work mostly because he was a chef. When he did eat at home, he did not create many dishes, so he washed these by hand. He advised that he may have run the dishwasher once at the start of the tenancy.

The Landlord advised that the dishwasher was brand new, that it was dirty at the end of the tenancy, that there were items left in the dishwasher, and that it clearly had been used. As well, they stated that the computer board on the dishwasher had been damaged by force. They referenced pictures of the dishwasher.

Finally, the Landlord submitted that they are seeking compensation in the amount of **\$150.00** for the cost of replacing a flange on the end of the faucet. The faucet was brand new and this flange could not be replaced separately, so the whole faucet needed to be replaced. They referenced the submitted invoice to support this claim.

The Tenant doubted that the faucet was brand new and that the flange could not be replaced solely. He advised that the faucet was old and clogged, that he took off the flange because there was no water pressure, and that he placed this flange under the sink.

Both parties agreed that the Tenant provided his forwarding address to the Landlord by email on September 6, 2018.

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.

Sections 24(2) and 36(2) of the *Act* state that the right of the Landlord to claim against a security deposit for damage is extinguished if the Landlord does not complete the condition inspection reports. Furthermore, Section 17(2) of the *Residential Tenancy Regulations* states that the Tenant must provide an alternate time for a move out inspection if unavailable for the scheduled inspection. As one was not suggested by the Tenant, I am satisfied that the Landlord complied with the *Act* and conducted a move-out inspection report. Therefore, the Landlord still retains a right to claim against the security deposit.

Section 38(1) of the *Act* requires the Landlord, within 15 days of the end of the tenancy or the date on which the Landlord receives the Tenant's forwarding address in writing, to either return the deposit in full or file an Application for Dispute Resolution seeking an Order allowing the Landlord to retain the deposit. If the Landlord fails to comply with Section 38(1), then the Landlord may not make a claim against the deposit, and the

Landlord must pay double the deposit to the Tenant, pursuant to section 38(6) of the *Act*.

The undisputed evidence is that the forwarding address in writing was provided to the Landlord by email on September 6, 2018 and the Landlord made their Application within the 15-day frame to claim against the deposit. As the Landlord was entitled to claim against the deposit still, and as they complied with Section 38(1) of the *Act* by making a claim within 15 days, I find that they have complied with the requirements of the *Act*. Therefore, the doubling provisions do not apply.

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 claim in the amount of \$20.00 for the cost of a specialty lightbulb, \$60.00 for the cost of power washing the patio, and \$75.00 for the cost of removing hooks and screws that were left, as the Tenant does not refute these claims, I am satisfied that the Landlord has established that they should be granted a monetary award in the amount of **\$155.00** to rectify these issues.

With respect to the Landlord's claims of \$180.00 for the cost to clean the rental unit, the Tenant is responsible for leaving the rental unit in a re-rentable state at the end of the tenancy. While the Tenant submitted that he hired cleaners to clean the rental unit, I do not find it reasonable that he should not be responsible for rectifying this issue if it is his belief that the cleaners he hired did not do an adequate job. Based on the evidence presented before me, I am satisfied on a balance of probabilities, that the Landlord's evidence carries more weight on this point. As such, I find that the Landlord has established a claim for a monetary award in the amount of **\$180.00**.

With respect to the Landlord's claims of \$150.00 for the cost of replacing dirty and broken window covers and \$180.00 for the cost of replacing two valances for the patio door blinds, when reviewing the evidence, I do not find the Tenant's submissions that the blind systems were flimsy and easily breakable. Based on the photographic evidence, I am satisfied that the condition that these items were left in would not be

considered ordinary wear and tear. As such, I find that the Landlord has established a claim for a monetary award in the amount of **\$330.00** to rectify these issues.

With respect to Landlord's claim in the amount of \$100.00 for the cost of removing and disposing of junk that the Tenant left in the rental unit after vacating, when reviewing the evidence provided by the Landlord, I do not find that there is much evidence of junk that was left behind. As such, I dismiss this claim in its entirety.

Regarding the Landlord's claim in the amount of \$100.00 for the cost of repairing broken baseboards, when I review the invoice and submitted pictures, I do not find that the broken baseboards can be attributed to the age of the property or that this was a result of wear and tear. As the baseboards appear to have been broken and separated off the wall, I am satisfied that this can only be attributed to negligence by the Tenant. As such, I am satisfied that the Landlord has established a claim for a monetary award in the amount of **\$100.00** to repair this issue.

With respect to Landlord's claim in the amount of \$50.00 for the cost to replace a missing dishwasher filter, based on the evidence submitted it appears as if the dishwasher had been utilized and damaged. I am satisfied on a balance of probabilities that this filter was a necessary component of the dishwasher and was missing at the end of the tenancy. As such, I am satisfied that the Landlord has established a claim for a monetary award in the amount of **\$50.00** to repair this issue.

Finally, regarding the Landlord's claim in the amount of \$150.00 for the cost of replacing the faucet, I am satisfied from the invoice and the pictures that this repair was required and it was necessary due to the Tenant's negligence as he admitted he removed part of the faucet. As such, I am satisfied that the Landlord has established a claim for a monetary award in the amount of **\$150.00** to repair this issue.

As the Landlord was successful in this Application, I find that they are 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

Light bulb, power washing, and hook and screw removal	\$155.00
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Cleaning	\$180.00
Replacement of blinds and valances	\$330.00
Repair of baseboards	\$100.00
Dishwasher filter	\$50.00
Replacement of faucet	\$150.00
Filing fee	\$100.00
Security deposit	-\$415.00
Remote deposit	-\$40.00
TOTAL MONETARY AWARD	\$610.00

Conclusion

The Landlord is provided with a Monetary Order in the amount of **\$610.00** 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: January 22, 2019

Residential Tenancy Branch