



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding IRONCLAD PROPERTIES INC. and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND-S, MNR-S, FF

### Introduction

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

- a monetary order for unpaid rent and for damage to the unit pursuant to section 67;
- authorization to retain all or a portion of the tenants' 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 tenants pursuant to section 72.

The landlord's agent (the landlord) attended the hearing via conference call and provided affirmed testimony. The tenant, M.M. attended the hearing via conference call and provided affirmed testimony. The tenant, A.G. did not attend. The tenant, M.M. stated she does not know if the tenant, A.G. will attend or not. The landlord provided undisputed affirmed evidence that both tenants were each served with the notice of hearing package to the forwarding address provided by the tenant, M.M. The packages to each tenant were sent via Canada Post Registered Mail on October 9, 2018 and the landlord has provided copies of the Canada Post Customer Receipt Tracking labels as confirmation for both. The tenant, M.M. confirmed the address as the one provided by the tenant, but clarified that her mailing address is a PO Box instead. The tenant, M.M. was only aware of the hearing in responding to an automated email from the Residential Tenancy Branch regarding an evidence submission deadline. The tenant, M.M. confirmed that she did not submit any documentary evidence. The landlord confirmed that no documentary evidence was received from either named tenants. As such, I accept the undisputed affirmed testimony of both parties and find that both tenants were sufficiently served as per sections 88 and 89 of the Act. Although the tenant, A.G. did not attend, I find that he is deemed served as per section 90 of the Act.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for damage, for unpaid rent 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 March 1, 2018 on a fixed term tenancy ending on February 28, 2019 as per the submitted copy of the signed tenancy agreement dated January 29, 2018. The monthly rent is \$1,375.00 payable on the 1<sup>st</sup> day of each month. A security deposit of \$687.50 was paid. A completed condition inspection report for the move-in and the move-out were made by both parties.

The landlord seeks a monetary claim of \$3,724.20 which consists of:

\$80.00	Cleaning, 4 hours labour @ \$20/hr.
\$200.00	Maintenance, 4 hours labour @ \$50.00/hr.
\$30.00	Replace lightbulbs, 6
\$45.00	Replace Missing Blinds, 2
\$80.00	Carpet Cleaning/Shampoo
\$100.00	Estimated Replacement Cost, Broken Door Screen
\$100.00	Estimated Replacement Cost, Missing Heat Remote
\$1,614.20	Estimated Replacement Cost, Balcony Vinyl
\$1,375.00	Unpaid Rent, September 2018
\$100.00	Late/NSF Fee(s), \$25.00 X2 Late Fee, \$25.00 X2 NSF charge(s)

The landlord claims that the tenants vacated the rental unit leaving it dirty and damaged. The landlord noted the needed general cleaning throughout the rental unit; carpet cleaning for the dirty carpet; replacing 6 burnout lightbulbs; replacing 2 missing mini blinds; replace a broken door screen; replace a missing heat/ac remote control and the replacement of the damaged vinyl flooring. The landlord also noted that the tenants left numerous personal items in the rental unit which required removal. The landlord has provided 25 photographs in conjunction with the completed condition inspection report for the move-in on February 3, 2018 and the move-out on September 26, 2018 as

a comparison of the unit condition before and after the tenants moved-in. The landlord also referred to the submitted copy of the signed tenancy agreement which provides for a late rent fee of \$25.00 when not paid by the end of the 1<sup>st</sup> day of the month; as well as a \$25.00 for NSF charges by the bank. The landlord relies solely on a Move Out Statement prepared by the landlord for the items claimed. The tenant disputed the landlord's claim for the need to shampoo the carpets.

### 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.

In this case, I accept the undisputed affirmed evidence of both parties and find that the landlord has established a monetary claim for damages and unpaid rent. However, the landlord when asked for details on the source of the monetary amounts filed revealed that she did not have access to those details and is not able to provide them. The landlord clarified that each of the amounts claimed were provided by her corporate office and no details (ie. Invoices/receipts) can be provided. As such, without proof of the actual amounts required for each claim, I find that the landlord is only entitled to recovery for those amounts that I deem reasonable as listed below.

\$80.00	Cleaning, 4 hours labour @ \$20/hr.
\$200.00	Maintenance, 4 hours labour @ \$50.00/hr.
\$30.00	Replace lightbulbs, 6
\$45.00	Replace Missing Blinds, 2
\$1,375.00	Unpaid Rent, September 2018
\$50.00	Late Fee(s), \$25.00 X2 Late Fee

The following items listed, I find that the landlord has failed to establish a claim. Although there is sufficient evidence of damage or loss, I find that the landlord has failed

to provide sufficient evidence of an actual amount of loss as filed. The landlord relied upon estimated amounts without providing

\$80.00	Carpet Cleaning/Shampoo
\$100.00	Estimated Replacement Cost, Broken Door Screen
\$100.00	Estimated Replacement Cost, Missing Heat Remote
\$1,614.20	Estimated Replacement Cost, Balcony Vinyl
\$50.00	\$25.00 X2 NSF charge(s)

The landlord has been successful in establishing monetary claim of \$1,780.00. The landlord is also entitled to recovery of the \$100.00 filing fee.

In offsetting this claim, I authorize the landlord to retain the \$687.50 security deposit in partial satisfaction of the claim and grant the landlord a monetary order for the difference of \$1,192.50.

#### Conclusion

The landlord is granted a monetary order for \$1,192.50.

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: February 7, 2019

---

Residential Tenancy Branch