



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ACTION PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNDCL-S, FFL

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that on November 07, 2018 the Application for Dispute Resolution, the Notice of Hearing, and evidence the Landlord submitted to the Residential Tenancy Branch were sent to each Tenant, via registered mail, at the service address noted on the Application. The Landlord submitted Canada Post documentation that corroborates this statement. The Agent for the Landlord stated that the service address was provided by the Tenants at the end of the tenancy. In the absence of evidence to the contrary I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Tenants did not appear at the hearing.

As the Tenants were properly served with notice of this hearing, the hearing proceeded in their absence.

Issue(s) to be Decided

Is the Landlord entitled to compensation for damage to the rental unit and to keep all or part of the security deposit?

Background and Evidence

The Agent for the Landlord stated that:

- the tenancy began on January 29, 2018;
- the tenancy ended on October 29, 2018;
- the Tenants paid a security deposit of \$275.00;
- a condition inspection report was completed at the beginning of the tenancy; and
- a condition inspection report was completed at the end of the tenancy.

The Landlord is seeking compensation, in the amount of \$378.00, for cleaning the rental unit. The condition inspection report submitted in evidence indicates that the rental unit required cleaning at the end of the tenancy. The Agent for the Landlord stated that the cleaning was performed by employees of the Landlord; that the employees spent 6 hours cleaning the unit and that the Landlord charges a flat fee of \$157.50 for time/equipment used to clean a rental unit of this size.

The Landlord is seeking compensation, in the amount of \$45.00, for replacing nine light bulbs. The condition inspection report submitted in evidence indicates that light bulbs needed replacing. The Agent for the Landlord stated that the light bulbs were replaced with bulbs the Landlord keeps in stock and that no receipt was submitted to establish the cost of those bulbs.

The Landlord is seeking compensation, in the amount of \$55.00, for re-keying locks. The Agent for the Landlord stated that the locks were re-keyed because the keys were not returned at the end of the tenancy. The Agent for the Landlord stated that the \$55.00 claim is for time employees spent re-keying the locks.

The Agent for the Landlord stated that on November 19, 2018 the Tenants paid \$203.00 in compensation for damage to the rental unit.

Analysis

When making a claim for damages under a tenancy agreement or the *Act*, the party making the claim has the burden of proving their claim. Proving a claim in damages includes establishing that damage or loss occurred; establishing that the damage or loss was the result of a breach of the tenancy agreement or *Act*; establishing the amount of the loss or damage; and establishing that the party claiming damages took reasonable steps to mitigate their loss.

On the basis of the undisputed evidence I find that the Tenants failed to comply with section 37(2) of the *Act* when they failed to leave the rental unit in reasonably clean condition at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for the time employees spent cleaning the rental unit, in the amount of \$378.00.

On the basis of the undisputed evidence I find that the Tenants failed to comply with section 37(2) of the *Act* when they failed to replace light bulbs that burned out during the tenancy.

In addition to establishing that a tenant damaged a rental unit, a landlord must also accurately establish the cost of repairing the damage caused by a tenant, whenever compensation for damages is being claimed. I find that the Landlord failed to establish the true cost of replacing light bulbs. In reaching this conclusion I was heavily influenced by the absence of any documentary evidence that corroborates the Agent for the Landlord's testimony that it cost \$45.00 to replace light bulbs. When receipts are available, or should be available with reasonable diligence, I find that a party seeking compensation for those expenses has a duty to present the receipts. Although I accept the testimony that the Landlord purchases light bulbs in bulk, I find that with reasonable diligence the Landlord could have provided proof of this cost.

On the basis of the undisputed evidence I find that the Tenants failed to comply with section 37(2) of the *Act* when they failed to return the keys at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for the time employees spent cleaning the rental unit, in the amount of \$55.00.

I find that the Landlord's Application for Dispute Resolution has merit and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of \$533.00, which includes \$378.00 for cleaning; \$55.00 for re-keying the locks, and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. As the Tenants have paid \$203.00 to the Landlord in compensation for this damage, the claim is reduced to \$330.00. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to retain the Tenant's security deposit of \$275.00 in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance \$55.00. In the event the Tenants do not voluntarily comply with this Order, it may be served on the Tenants, filed with the Province of British Columbia Small Claims 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 *Act*.

Dated: March 07, 2019

Residential Tenancy Branch