



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BONAVIDA MANAGEMENT LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDL-S

### Introduction

This hearing was convened as a result of the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act"). The landlord applied for authority to retain the tenant's security deposit, a monetary order for alleged damage by the tenant to the rental unit, and for recovery of the filing fee paid for this application.

The landlord attended the telephone conference call hearing; the tenant did not attend.

The landlord testified that they served the tenant with their Application for Dispute Resolution and Notice of Hearing by registered mail on January 16, 2019. The landlord provided the copy of the Canada Post Customer Receipt containing the Tracking Number to confirm this mailing

Based upon the submissions of the landlord, I accept the tenant was served notice of this hearing and the landlord's application in a manner complying with section 89(1) of the Act and the hearing proceeded in the tenant's absence.

The hearing process was explained to the landlord and the other landlord's agent and they were given an opportunity to ask questions about the hearing process. Thereafter, landlord was provided the opportunity to present their evidence orally and to refer to relevant documentary and digital evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral, digital, and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure ("Rules"); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the landlord entitled to retain the tenant's security deposit, further monetary compensation, and for recovery of the filing fee paid for this application?

Background and Evidence

The written tenancy agreement submitted by the landlord shows that this tenancy began on June 1, 2007, monthly rent began at \$835.00, and that the tenant paid a security deposit of \$417.50, which has been retained by the landlord. The landlord submitted that the security deposit has increased by \$10.50 due to accumulated interest.

The landlord submitted that the tenant provided a letter on November 26, 2018, ending her tenancy, with a planned move-out date of December 31, 2018. At that point, the landlord made attempts to schedule an inspection of the rental unit with the tenant, but those attempts were unsuccessful.

The landlord's monetary claim, as shown by their monetary order worksheet and associated documentary evidence, is as follows:

ITEM DESCRIPTION	AMOUNT CLAIMED
1. Carpet cleaning	\$189.00
2. Cost for one coat of paint and labour	\$806.40
3. Replaced burnt out refrigerator light	\$4.45
4. Replaced burnt out oven light	\$2.30
5. Replaced burnt out heat lamp in bathroom	\$11.55
6. Repair to damaged wall in garage	\$228.55
7. Cleaning the entire rental unit	\$240.00
8. Two missing keys	\$30.00
<b>TOTAL</b>	<b>\$1,512.25</b>

The landlord's additional relevant documentary evidence included, but was not limited to, the move-in and move-out condition inspection report ("CIR"), invoices for painting, cleaning, carpet cleaning, and a work sheet showing costs assessed against the tenant. The landlord also supplied photographic evidence showing the state of the rental unit after the tenant vacated.

The landlord testified that the photographs and CIR show that the tenant failed to clean the rental unit before vacating and did not have the carpet cleaned. The landlord submitted that they had to hire professional cleaners and had to have the carpets professionally cleaned, due to the candle wax left in the carpet by the tenant.

The landlord submitted further that the tenant damaged the rental unit, requiring the landlord to paint the walls when repairing the damage, incurring costs for paint and labour.

The landlord submitted that the tenant also damaged the garage walls.

The landlord submitted that the tenant was issued four keys, but returned two. In addition, the landlord submitted that the light bulbs in the refrigerator, oven, and bathroom heat lamp were burnt out and required replacing.

### Analysis

Under section 7(1) of the Act, if a landlord or tenant does not comply with the Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other party for damage or loss that occurs as a result of their actions or neglect, so long as the applicant verifies the loss, as required under section 67. Section 7(2) also requires that the claiming party do whatever is reasonable to minimize their loss.

### *Cleaning-*

As to the costs claimed by the landlord associated with cleaning and carpet cleaning, Section 37 of the Act requires a tenant who is vacating a rental unit to leave the unit reasonably clean and undamaged, less exceptions for reasonable wear and tear.

Additionally Residential Tenancy Branch Policy Guideline 1 suggests that a tenancy of at least 1 year in length requires that the tenant steam clean or shampoo the carpet.

In the absence of the tenant's testimony or evidence, I accept the photographic and documentary evidence and testimony of the landlord that the tenant did not clean the rental unit to a reasonably clean state and did not have the carpets professionally or otherwise cleaned. I find the landlord has submitted sufficient evidence to show that the rental unit and carpets required cleaning and that they incurred reasonable costs in

doing so as shown by the invoices. I therefore grant the landlord a monetary award of \$240.00 for cleaning and \$189.00 for carpet cleaning.

*Painting-*

After reviewing the landlord's photographic evidence, I find the tenant damaged the walls to such an extent that a repair and repainting was required.

I find that the landlord submitted sufficient evidence by way of an invoice to substantiate their loss and I therefore grant them a monetary award of \$806.40.

*Repair to the garage wall-*

I find the landlord has submitted insufficient evidence to support their claim for damage to the garage walls. I find the landlord failed to list the state of the garage in the CIR at the beginning of the tenancy and I was therefore unable to determine whether the tenant damaged the walls during the tenancy. I therefore dismiss their claim for \$228.55.

*Missing keys-*

I accept the undisputed evidence of the landlord that the tenant was issued four keys and did not return them all, as is her requirement under section 37 of the Act. I therefore grant the landlord a monetary award of \$30.00 for missing keys.

*Light bulbs in the appliances and fixtures-*

Under Residential Tenancy Policy Guideline 1 regarding appliances, the tenant is responsible for cleaning the appliances and the landlord is responsible for repairs to appliances. I do not find support under the Policy Guideline that the tenant is responsible for replacement of parts to the appliances or to the fixtures. I dismiss the landlord's claim for replacement light bulbs in the oven, refrigerator, and bathroom heat lamp for \$18.30 in total.

Due to the above, I find the landlord is entitled to a total monetary award of \$1,365.40, comprised of \$240.00 for cleaning, \$189.00 for carpet cleaning, \$806.40 for painting, \$30.00 for unreturned keys, and for recovery of the filing fee paid for this application for \$100.00.

At the landlord's request, I direct them to retain the tenant's security deposit and interest of \$428.00 in partial satisfaction of their monetary award of \$1,365.40 and I grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act for the balance due in the amount of \$937.40, which is included with the landlord's Decision.

Should the tenant fail to pay the landlord this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The tenant is advised that costs of such enforcement are recoverable from the tenant.

### Conclusion

The landlord's application for monetary compensation is granted in part, as they have been granted a monetary award of \$1,365.40.

The landlord is directed to retain the tenant's security deposit in partial satisfaction of their monetary award, and they have been granted a monetary order for the balance due of \$937.40.

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: May 22, 2019

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Residential Tenancy Branch