



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

On April 10, 2019, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) for a monetary order for damage to the rental unit; to keep the security deposit; and to recover the cost of the filing fee.

The matter was set for a conference call hearing. The Landlord attended the teleconference hearing; however, the Tenant did not. The Landlord provided affirmed testimony that the Tenant was served the Notice of Dispute Resolution Proceeding in person on April 15, 2019. I find that the Notice of Dispute Resolution Proceeding was served to the Tenant in accordance with sections 89 and 90 of the Act.

The Landlord provided affirmed testimony and was provided the opportunity to present her evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Is the Landlord entitled to a monetary order for damage to the unit?
- Is the Landlord entitled to keep the security deposit and pet damage deposit towards the claims?

Background and Evidence

The Landlord testified that the tenancy began on April 1, 2018, as a one year fixed term tenancy. Rent in the amount of \$1,300.00 was to be paid to the Landlord by the first

day of each month. The Tenant paid the Landlord a security deposit in the amount of \$650.00. The Landlord testified that the Tenant moved out of the rental unit on March 31, 2019.

The Landlord is seeking compensation for the following items:

Painting Walls	\$157.50
Cleaning	\$165.00
Cabinet Damage	\$297.92

Painting Costs

The Landlord testified that the Tenant caused damage to the interior walls of the rental unit due to hanging items and photos. The Landlord testified that the Tenant contacted her to get the paint codes and she provided the codes to the Tenant.

The Landlord testified that the Tenant left the rental unit without painting the damaged / patched areas on the walls.

The Landlord hired a person to paint the walls and is seeking to recover the painting costs. The Landlord provided photographs of the wall damage and a receipt for the cost of repainting.

Cleaning Costs

The Landlord testified that the Tenant left the rental unit unclean at the end of the tenancy. The Landlord testified that the fridge and stove were atrocious and the windows and blinds were left dirty. The Landlord provided photographs of the rental unit at the end of the tenancy.

The Landlord testified that she hired two cleaners to clean the rental unit. The Landlord provided a receipt for the cleaning costs.

Cabinet Damage

The Landlord testified that the Tenant is responsible for damage to a cabinet within the rental unit. The Landlord testified that the Tenant sliced the cabinet drawer and there is damage and stab marks to the laminate that is now lifting. The Landlord testified that the cabinet was in perfect condition at the start of the tenancy.

The Landlord provided a photograph of the cabinet. The Landlord provided a receipt for the cost of repairing the cabinet.

Security Deposit

The Landlord is seeking to keep the security deposit of \$650.00 towards the Landlord's claims.

Analysis

When a party makes a claim for damage or loss, the burden of proof lies with the applicant to establish the claim. To prove the claim, the Applicant must satisfy the following four elements on a balance of probabilities:

1. Proof that the damage or loss exists;
2. Proof that the damage or loss occurred due to the actions or neglect of the Respondent in violation of the Act, Regulation or tenancy agreement;
3. Proof of the actual amount required to compensate for the claimed loss; and
4. Proof that the applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

Residential Tenancy Branch Policy Guideline # 16 states the following with respect to types of damages that may be awarded to parties:

An arbitrator may award monetary compensation only as permitted by the Act or the common law. In situations where there has been damage or loss with respect to property, money or services, the value of the damage or loss is established by the evidence provided.

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I make the following findings:

Painting Costs

I have considered the Landlord's evidence and I find that the photographs clearly show that numerous walls in the rental unit had been patched by the Tenant but not repainted. I find that the holes were larger than small nail holes and that the Tenant is responsible for the Landlord's cost of painting.

I award the Landlord the amount of \$157.00 for the cost to repaint the patched areas on the walls of the rental unit.

Cleaning Costs

I have considered the Landlord's evidence and I find that the photographs clearly show that the rental unit was left unclean. In particular, the kitchen sink, floor, and oven were left dirty. I find that the Tenant is responsible to leave the rental unit clean at the end of the tenancy.

I award the Landlord the amount of \$165.00 for the cost to clean the rental unit.

Cabinet Damage

I have considered the Landlord's evidence and I find that the Landlord's photographs show damage to a cabinet. The cabinet has gouges and the laminate is lifting off near the damaged drawer area. I accept the Landlord's evidence that the cabinet was in good condition at the start of the tenancy. I find that the Tenant is responsible for the damage to the cabinet and the cost to repair it.

I award the Landlord the amount of \$297.92 for the cost for replacement parts on the cabinet.

Security Deposit

The tenancy ended on March 31, 2019, and the Landlord applied against the security deposit on April 10, 2019. The security deposit will apply to any awards granted to the Landlord.

I find that the Landlord has established a monetary claim in the amount of \$619.92.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. Since the Landlord was successful with her claims, I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I find that the Tenant owes the Landlord the amount of \$719.62.

I authorize the Landlord to retain the amount of \$650.00 from the security deposit. After setting off the deposit of \$650.00 against the award of \$719.62, I order the Tenant, to pay the Landlord the balance of \$69.62.

I grant the Landlord a monetary order in the amount of \$69.62. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that

court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Conclusion

The Landlord was successful with her claims for damage and cleaning costs. I find that the Tenant owes the Landlord the amount of \$719.62.

I authorize the Landlord to retain the amount of \$650.00 from the security deposit.

I order the Tenant, to pay the Landlord the balance of \$69.62.

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: July 24, 2019

Residential Tenancy Branch