



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL MNDL-S MNDCL-S

Introduction

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

- a monetary order money owed or compensation for loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 1:43 p.m. in order to enable the tenant to call into this teleconference hearing scheduled for 1:30 p.m. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the landlord and I were the only ones who had called into this teleconference.

The landlord testified that the tenants were served with the landlord's application for dispute resolution hearing package and evidence on June 21, 2019 by way of registered mail. The landlord provided the tracking information in their evidentiary materials. In accordance with sections 88, 89 and 90 of the *Act*, I find that the tenant deemed served with the landlord's application and evidence on June 26, 2019, five days after its registered mailing.

Issue(s) to be Decided

Is the landlord entitled to compensation for losses or damage to the rental unit?

Is the landlord entitled to recover the filing fee from the tenant for this application?

Background and Evidence

This fixed term tenancy began in June of 2016, and ended on May 31, 2019. Monthly rent was set at \$2,563.00 at end of the tenancy. The landlord had collected a security deposit in the amount of \$1,200.00, which the landlord still holds.

The landlord provided the following list of damages and losses for their monetary claim:

Item	Amount
Unpaid water bill	\$288.52
Garbage Removal	420.00
Repair Inground Sprinkler	357.00
Yard Cleanup	525.00
Repair Damage to Hardwood in Bedroom	1,958.75
Home Cleaning	1,162.00
Loss of revenue (1/2 month's rent)	1,400.00
Replacement of bifold doors	253.38
Repair of 2 kitchen cabinet hinges	94.36
Total Monetary Order Requested	\$6,459.01

The landlord testified that the tenant moved out, and failed to leave the home in reasonably clean and undamaged condition. The landlord testified that although the tenant did attend the move-out inspection, the tenant had left before the landlord was able to properly complete the inspection.

The landlord is seeking compensation for the above damages and losses. The landlord testified that the home was renovated in July of 2015, and that included a renovation of the bathroom and hardwood floors. The landlord testified that the tenant failed to maintain the sprinkler systems as agreed upon by both parties, which resulted in damage to the sprinklers.

The landlord provided a copy of the inspection reports, photos, invoices, and estimates in support of their claim. The landlord is also seeking reimbursement of the unpaid water bill, as well as loss of rental income for June of 2019. The landlord testified that they were able to find a new tenant for June 15, 2019 for \$2,800.00 in monthly rent, but lost half a month's rent due to the repairs and cleaning required.

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.

Section 37(2)(a) of the *Act* stipulates that when a tenant vacates a rental unit the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. I find that the landlord provided sufficient evidence to show that the tenant did not take reasonable care and attention when vacating the suite. I find that the landlord had complied with sections 23 and 35 of the *Act* by performing condition inspection reports for both the move-in and move-out. I also find that the landlord supported their claims with invoices, estimates, and photos. Accordingly, I find the landlord is entitled to compensation for these damages and losses.

I find the landlord's monetary claims for losses to be reasonable, and I am satisfied that the landlord had made an effort to mitigate the tenant's exposure to the landlord's monetary loss of rent for June 2018, as is required by section 7(2) of the *Act*. Accordingly, I allow the landlord's monetary claims as requested.

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

In accordance with the offsetting provisions of section 72 of the *Act*, I order the landlord to retain the tenant's security deposit in partial satisfaction of their monetary claim.

Conclusion

I issue a monetary Order in the amount of \$5,359.01 in the landlord's favour under the following terms which allows a monetary award for damage and losses caused by the tenant, and allows the landlord to retain the security deposit. The landlord is also authorized to recover \$100.00 for the filing fee.

Item	Amount
Unpaid water bill	\$288.52
Garbage Removal	420.00

Repair Inground Sprinkler	357.00
Yard Cleanup	525.00
Repair Damage to Hardwood in Bedroom	1,958.75
Home Cleaning	1,162.00
Loss of revenue (1/2 month's rent)	1,400.00
Replacement of bifold doors	253.38
Repair of 2 kitchen cabinet hinges	94.36
Filing Fee	100.00
Less Security Deposit	-1,200.00
Total Monetary Order	\$5,359.01

The landlord is provided with this Order in the above terms and the tenant(s) must be served with a copy of this Order as soon as possible. Should the tenants 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: September 25, 2019

Residential Tenancy Branch