



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 0821149 BC LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      FFL, MNDCL-S

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlord on July 09, 2019 (the "Application"). The Landlord sought compensation for monetary loss or other money owed, to keep the security deposit and for reimbursement for the filing fee.

The Landlord filed an Amendment July 11, 2019 changing the Tenant's address.

The Agent for the Landlord (the "Agent") appeared at the hearing. The Tenant did not appear. I explained the hearing process to the Agent who did not have questions when asked. The Agent provided affirmed testimony.

The Agent advised that the security deposit and key deposit have been dealt with on another file and confirmed the Landlord is withdrawing the request to keep the security deposit.

The Landlord submitted evidence prior to the hearing. The Tenant did not. I addressed service of the hearing package and Landlord's evidence.

The Agent testified that the hearing package and evidence were sent to the Tenant's forwarding address by registered mail July 11, 2019. The Agent testified that the forwarding address was provided on the Condition Inspection Report. A copy of this was submitted in evidence. The Agent testified that a monetary order on the previous file was sent to the forwarding address and the Tenant responded to this.

The Landlord submitted a customer receipt for the package with Tracking Number 1 on it. I looked this up on the Canada Post website which shows the package was delivered

and signed for July 12, 2019 by J.B. I asked the Agent who J.B. is. He testified that J.B. is the Tenant's daughter.

Based on the undisputed testimony of the Agent, evidence submitted and Canada Post website information, I find the Tenant was served with the hearing package and evidence in accordance with sections 59(3), 88(d) and 89(1)(d) of the *Residential Tenancy Act* (the "Act"). Based on the Canada Post website information, I find the Tenant received the hearing package and evidence July 12, 2019, in sufficient time to prepare for, and appear at, the hearing.

As I was satisfied of service, I proceeded with the hearing in the absence of the Tenant. The Agent was given an opportunity to present relevant evidence, make relevant submissions and ask relevant questions. I have considered all testimony provided and reviewed all documentary evidence submitted. I will only refer to the evidence I find relevant in this decision.

I note that the Agent testified that the Landlord submitted photos prior to the hearing with their evidence package. I did not have a copy of these photos. The Agent testified that the photos were served on the Tenant with the hearing package and Landlord's evidence. Given this, I allowed the Agent to re-submit the photos by 4:00 p.m. on October 15, 2019. The Agent did so and I have considered the photos.

#### Issues to be Decided

1. Is the Landlord entitled to compensation for monetary loss or other money owed?
2. Is the Landlord entitled to reimbursement for the filing fee?

#### Background and Evidence

The Landlord sought compensation as follows:

Item	Description	Amount
1	Balcony door	\$70.00
2	Clean carpets	\$58.00
3	Light bulb	\$2.00
4	Lag screw	\$0.99
5	Repairs	\$50.00
	<b>TOTAL</b>	<b>\$180.99</b>

A written tenancy agreement was submitted as evidence. The tenancy started June 09, 2016 and was a month-to-month tenancy. Rent was \$500.00 per month due on the first day of each month. The Tenant paid a \$250.00 security deposit. The agreement is signed by the Tenant and for the Landlord.

The Agent testified as follows.

The parties did a move-in inspection June 02, 2016. The Condition Inspection Report (CIR) was completed and signed by the parties. A copy of the CIR was provided to the Tenant on move-in.

The parties did a move-out inspection June 23, 2019. The Condition Inspection Report (CIR) was completed and signed by the parties. A copy of the CIR was provided to the Tenant in the evidence package.

A copy of the CIR was submitted as evidence.

### ***Balcony door***

The CIR shows the balcony door was fine on move-in and notes "rollers broken" on move-out. The photos show a gap in the door because of the broken rollers. The receipt in evidence shows it cost \$70.00 to repair the door.

### ***Clean carpets***

The Tenant did not do a good job of cleaning the carpets on move-out. The next tenant could not stand the smell of the carpet. The photos show that the carpet was dirty. The CIR shows the carpets were stained. He does not think the Tenant ever cleaned the carpet during the tenancy as it was very dirty. The carpet had to be cleaned again. The invoice for this is in evidence.

The Landlord submitted an invoice for carpet cleaning in the amount of \$58.00.

### ***Light bulb***

The CIR shows there was no bulb in the light on the balcony on move-out. The Landlord replaced the light bulb which cost \$2.00 as shown in the receipts.

### ***Lag screw***

The Tenant took the balcony drape rod off the wall which left holes. This had to be re-attached to the wall with a screw in the centre. The CIR shows the drape rod was removed. The receipt submitted shows the screw cost \$0.99.

### ***Repairs***

He did the repairs required to the rental unit on move-out. The invoice submitted shows what repairs were done. He charged \$20.00 per hour. He did not charge for the time it took him to get the supplies to make the repairs.

The Landlord submitted an outline of the repairs which includes:

- Put up drapes and got balcony door closed
- Fixed drape rod
- Cleaned balcony door glass
- Cleaned bedroom wall
- Sprayed carpets
- Cleaned under sink bath and kitchen

The outline shows the Agent did 2.5 hours of work at \$20.00 per hour.

### **Analysis**

Section 7(1) of the *Act* states that a party that does not comply with the *Act* must compensate the other party for damage or loss that results. Section 7(2) of the *Act* states that the other party must mitigate the damage or loss.

Policy Guideline 16 deals with compensation for damage or loss and states in part the following:

It is up to the party who is claiming compensation to provide evidence to establish that compensation is due. In order to determine whether compensation is due, the arbitrator may determine whether:

- a party to the tenancy agreement has failed to comply with the Act, regulation or tenancy agreement;

- loss or damage has resulted from this non-compliance;
- the party who suffered the damage or loss can prove the amount of or value of the damage or loss; and
- the party who suffered the damage or loss has acted reasonably to minimize that damage or loss.

Section 37(2) of the *Act* states:

(2) When a tenant vacates a rental unit, the tenant must

(a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear...

### ***Balcony door***

Based on the undisputed testimony of the Agent, CIR and photos, I accept that the balcony door was fine on move-in and broken on move-out. I am satisfied the Tenant caused this damage. I am satisfied a broken balcony door is beyond reasonable wear and tear. I am satisfied the Tenant breached section 37(2) of the *Act*.

Based on the undisputed testimony of the Agent and photos, I am satisfied the Landlord needed to fix the balcony door. Based on the receipt submitted, I am satisfied this cost \$70.00.

I am satisfied the \$70.00 sought is a reasonable amount for fixing the balcony door. The Landlord is entitled to this amount.

### ***Clean carpets***

Based on the undisputed testimony of the Agent and CIR, I am satisfied the carpet in the hallway/entrance was okay on move-in and stained on move-out. Based on the undisputed testimony of the Agent and CIR, I am satisfied the Tenant did not leave the carpet reasonably clean and therefore breached section 37(2) of the *Act*.

I am satisfied the Landlord needed to clean the carpet. Based on the undisputed testimony of the Agent and invoice, I am satisfied this cost \$58.00.

I am satisfied \$58.00 is a reasonable amount for carpet cleaning. I note this includes time and materials. The Landlord is entitled to this amount.

### ***Light bulb***

Based on the undisputed testimony of the Agent and CIR, I am satisfied the balcony lights were okay on move-in and that there was a bulb missing on move-out. Based on Policy Guideline 1, I find the Tenant was responsible for replacing light bulbs that burnt out during the tenancy (page 5).

I am satisfied the Landlord had to replace the balcony light. I am not satisfied the receipt submitted is for the balcony light as it appears to be dated in April of 2019. However, I am satisfied that the receipt shows the cost of light bulbs. I find the \$2.00 requested for the light bulb reasonable. I am satisfied the Landlord is entitled to recover this amount.

### ***Lag screw***

Based on the undisputed testimony of the Agent and CIR, I am satisfied the Tenant took the drape rod off during the tenancy. I am satisfied this constitutes damage and is beyond reasonable wear and tear. I am satisfied the Tenant breached section 37(2) of the *Act*.

I am satisfied the Landlord had to re-attach the drape rod. Based on the undisputed testimony of the Agent, I accept that this required an extra screw. Based on the receipt submitted, I am satisfied the screw cost \$0.99.

I find the \$0.99 requested for the screw reasonable and find the Landlord is entitled to recover this amount.

### ***Repairs***

Based on the undisputed testimony of the Agent, CIR and photos, I am satisfied the rental unit required repairs upon move-out. Based on the same evidence, I am satisfied the Tenant breached section 37(2) of the *Act* in relation to the necessary repairs.

Based on the undisputed testimony of the Agent, CIR and photos, I am satisfied that most of the repairs were required. Based on the undisputed testimony of the Agent and

outline of work done, I am satisfied the Agent spent 2.5 hours working on the rental unit and that this cost \$50.00 at \$20.00 per hour.

I find both the number of hours claimed and amount claimed modest and reasonable. The Landlord is entitled to recover the amount sought.

In summary, the Landlord is entitled to the \$180.99 sought.

Given the Landlord was successful in this application, I award them reimbursement for the \$100.00 filing fee pursuant to section 72(1) of the *Act*.

In total, the Landlord is entitled to \$280.99. The Landlord is issued a Monetary Order for this amount pursuant to section 67 of the *Act*.

### Conclusion

The Landlord is entitled to compensation in the amount of \$280.99. The Landlord is issued a Monetary Order for this amount. This Order must be served on the Tenant. If the Tenant fails to comply with this Order, it 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 *Act*.

Dated: October 15, 2019

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Residential Tenancy Branch