



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

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

## **DECISION**

Dispute Codes      FFL MNDL-S

### Introduction

This hearing was scheduled to convene at 1:30 p.m. this date by way of conference call concerning an application made by the landlord seeking a monetary order for damage to the rental unit or property, an order permitting the landlord to keep all or part of the pet damage deposit or security deposit, and to recover the filing fee from the tenant for the cost of the application.

An agent for the landlord attended the hearing, gave affirmed testimony and provided evidentiary material in advance of the hearing. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony, and no one for the tenant joined the call. The landlord's agent advised that the tenant was served with the Application for Dispute Resolution and notice of this hearing (the Hearing Package) by registered mail on August 9, 2019 at a forwarding address provided by the tenant, and was permitted to provide evidence of that during the hearing by uploading it to the Residential Tenancy Branch system. I have now received a copy of a Registered Domestic Customer Receipt addressed to the tenant which is date-stamped by Canada Post. I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

### Issue(s) to be Decided

- Has the landlord established a monetary claim as against the tenant for damage to the rental unit or property?
- Should the landlord be permitted to keep all or part of the security deposit in full or partial satisfaction of the claim?

### Background and Evidence

The landlord's agent testified that this month-to-month tenancy began on July 1, 2018 and ended on June 30, 2019. Rent in the amount of \$1,000.00 per month was payable on the 1<sup>st</sup> day of each month and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$500.00 which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is an apartment suite, and a copy of the tenancy agreement has been provided as evidence for this hearing.

The landlord's agent also testified that a move-in condition inspection report was completed by the caretaker of the landlord property and the tenant. The same caretaker completed the move-out condition inspection report with the tenant. The move-in and move-out portions are on one report, and a copy has been provided for this hearing. It shows that everything was in good condition at the beginning of the tenancy except for a stain on the carpet in the main bedroom and "nicks on counter" in the kitchen. It also shows at move-out that everything was "good." It is signed by a landlord and a tenant on June 30, 2019.

The landlord's agent testified that new tenants moved in on July 1, 2019. At some point they complained of a strong smell in the laundry room. The landlord's agent attended the rental unit in mid-July and smelled the strong odour. The landlord obtained a flooring contractor to give a quote for new linoleum. The floor was saturated with urine. Also, cat feces and candy wrappers were found in the washing machine. The landlord was not aware that the tenant had a cat.

The landlord's agent has not been successful in making a connection with the tenant since finding out about the smell. The tenant provided a forwarding address in writing when the move-out condition inspection was completed on June 30, 2019.

The landlord has provided a monetary order worksheet setting out the following claims, totalling \$1,009.25: \$711.75 for floor replacement; \$140.00 for ripping up old floor; and \$157.50 for carpet cleaning. Receipts have been provided for this hearing. The landlord would be content with an order permitting the landlord to keep the security deposit in full satisfaction of the landlord's claim. The tenant has not served the landlord with an Application for Dispute Resolution claiming the security deposit, nor has the landlord received anything from the tenant.

### Analysis

Where a party makes a monetary claim as against another party, the onus is on the claiming party to satisfy the 4-part test: that the damage or loss exists; that the damage or loss exists as a result of the other party's failure to comply with the *Residential Tenancy Act* or the tenancy agreement; the amount of such damage or loss; and what efforts the claiming party made to mitigate any damage or loss suffered. Further, the *Act* specifies that the move-in and move-out condition inspection reports are evidence of the condition of the rental unit.

In this case, the reports show that there were no issues when the landlord's caretaker and the tenant signed the report at move-out. The landlord's agent attended the rental unit in mid-July, well after the move-out condition inspection report was completed and smelled the odour. Given that half a month had passed between the date of move-out report and the date the landlord's agent attended at the rental unit, I find it just as likely that the damage may have been caused by the new tenant. There is no corroborating evidence to convince me that the damage was a result of the tenant's failure to comply with the *Act* or the tenancy agreement.

The landlord's application is dismissed.

### Conclusion

For the reasons set out above, the landlord's application is hereby dismissed in its entirety.

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: November 19, 2019

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Residential Tenancy Branch