



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MND, MNSD, FFL

Introduction

On July 17, 2019, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) seeking money owed or compensation for damage or loss; a monetary order for damage or repairs; and to keep the security deposit.

The matter was set for a conference call hearing. The Landlord’s agent (“the Landlord”) and Tenant attended the teleconference hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The evidence was reviewed and confirmed received by each party. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during 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 or repair costs?
- Is the Landlord entitled to other compensation for damage or loss?
- Can the Landlord keep the security deposit towards their claims?

Background and Evidence

The Landlord and Tenant testified that the tenancy began on January 15, 2018, as a one-year fixed term tenancy that continued thereafter on a month to month basis. Rent

in the amount of \$2,200.00 was to be paid by the first day of each month. The Tenant paid the Landlord a security deposit of \$1,100.00. The Landlord provided a copy of the tenancy agreement. The tenancy ended on July 1, 2019.

The Landlord is seeking compensation as follows:

Carpet Cleaning	\$410.00
Cleaning Costs	\$300.00
Screen Replacement	\$240.00
Other Repairs	\$160.00
Late Rent Fee	\$24.95

Carpet Cleaning

The Landlord testified that the Tenant did not have the carpet professionally cleaned at the end of the tenancy as required by the tenancy agreement.

The Landlord testified that the owners of the rental unit moved into the unit and did not have the carpet professionally cleaned. He testified that they replaced the carpet with laminate flooring. The Landlord submitted that since the Tenant did not have the carpet professionally cleaned, the Tenant owes the Landlord for the amount it would have cost to clean the carpet.

Cleaning Costs

The Landlord testified that the Tenant left the rental unit unclean at the end of the tenancy. The Landlord testified that owners of the rental unit cleaned the rental unit themselves and based their claim on a quote they found online for the same square footage. The Landlord testified that the window tracks; floors; appliances and exhaust fan required cleaning. The Landlord provided an inspection report completed at the end of the tenancy which contains photographs of the rental unit at the end of the tenancy. The photographs provided within the report are slightly larger than thumbnail size.

In reply, the Tenant testified that she does not agree that the rental unit was left unclean. She testified that she cleaned the rental unit very well at the end of the tenancy. The Tenant submitted that she cleaned the unit despite the Landlords intention to renovate the entire unit after she moved out. The Tenant provided photographs of the rental unit that were taken on the day she moved out. The Tenant provide a receipt for the rental of a carpet cleaner on July 1, 2019.

Screen Replacement

The Landlord testified that there were two screens on the kitchen window at the start of the tenancy. The Landlord testified that the two screens were missing at the end of the tenancy. The Landlord has provided a quote for the replacement cost of the screens. The quote provides a cost of \$51.00 to \$61.00 for each screen.

In reply, the Tenant testified that the two screens were damaged when she moved into the unit. The Tenant testified that she disposed of the two screens.

General Repairs

The Landlord is seeking to recover \$160.00 for the cost to repair scratches, dents and nail holes on the walls at the end of the tenancy. The Landlord testified that the rental unit was repainted, and the Landlord wants to recover 10% of the cost. The Landlord provided a copy of the invoice in the amount of \$1,300.00 for the cost to repaint the unit. The Landlord provided an inspection report completed at the end of the tenancy which contains photographs of the rental unit. The Landlord provided documentary evidence of a move in condition inspection report for January 15, 2018.

In reply the Tenant testified that the rental unit was not in perfect condition at the start of the tenancy. The Tenant testified that she used sticky hangers for hanging photographs.

Late Rent Fee

The Landlord is seeking the amount of \$24.95 for a late rent charge for the month of October 2018. The Landlord testified that the Tenant paid the rent on October 3, 2018. The Landlord testified that the tenancy agreement provides that the Landlord can charge a fee for late payment of rent.

In reply, the Tenant testified that the rent for October 2018 was paid less than 24 hours late. The Tenant accepted the Landlords claim for \$24.95.

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.

The Residential Tenancy Policy Guideline #1 Landlord & Tenant – Responsibility for Residential Premises states:

a tenant is generally required to pay for repairs where damages are caused, either deliberately or as a result of neglect, by the tenant or his or her guest.

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

Carpet Cleaning

I find that the Landlord failed to establish that the Landlord suffered a loss. The Landlord did not pay to have the carpets cleaned and replaced the carpet with laminate flooring. The Landlords claim for \$410.00 is dismissed.

Cleaning Costs

I have reviewed the photographic evidence of the rental unit that was provided by the Tenant and the Landlord. I find that the rental unit was left reasonably clean at the end of the tenancy by the Tenant. I note that the photographs provided by the Landlord in the report were too small in size to provide much probative value.

The Landlord's claim for cleaning costs is dismissed.

Screen Replacement

I find that the Tenant disposed of the two screens and is responsible for the cost to replace them. I accept the Landlord's documentary evidence that replacement screens cost between \$51.00 to \$61.00. Since the Landlord did not identify which screen was needed, I award the Landlord \$102.00 for the replacement cost of two screens. The Landlord did not provide any information regarding installation costs.

Other Repairs

The Landlords claim to recover \$160.00 for general repairs due to scratches to walls and painting is dismissed. The condition inspection report completed at the time the Tenant moved in supports the Tenants submission that the rental unit was not in perfect condition at the start of the tenancy. I find that the report indicates that many of the walls had patch marks, chips, dents, and nail holes. There is insufficient evidence from the Landlord to prove that the Tenant is responsible for the damage.

Late Rent Fee

The Tenant accepted the Landlords claim for \$24.95. for a late rent payment in October 2018. I award the Landlord the amount of \$24.95.

Security Deposit

The Landlord applied to keep the security deposit of \$1,100.00 in satisfaction of the Landlords claims.

The Landlord established a monetary claim in the amount of \$126.95.

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

I find that the Landlord has established a total monetary claim of \$226.95 comprised of a late rent fee; replacement cost of two blinds and recovery of the filing fee.

I authorize the Landlord to keep the amount of \$226.95 from the security deposit of \$1100.00. I order the Landlord to repay the balance of \$873.05 to the Tenant.

I find that the Tenant is entitled to a monetary order in the amount of \$873.05. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Landlord is cautioned that costs of such enforcement are recoverable from the Landlord.

Conclusion

The Landlord has established a monetary claim in the amount of \$226.95. I order that the Landlord can keep the amount of \$226.95 from the security deposit of \$1,100.00.

I order the Landlord to repay the balance of \$873.05 to the Tenant. I grant the Tenant a monetary order in the amount of \$873.05.

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 20, 2019

Residential Tenancy Branch