



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ASSOCIA BRITISH COLUMBIA,  
INC. and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      **FFL MNDL-S**

### Introduction

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement
- Authorization to retain all or a portion of the tenant's security deposit in partial
- Authorization to recover the filing fee for this application pursuant to section 72.

The landlord's agent AG attended on behalf of the landlord ("the landlord"). The tenant JW attended on behalf of both tenants ("the tenant"). The hearing process was explained, and an opportunity was given to ask questions about the process. Each party acknowledged receipt of the other party's evidence; each party had the opportunity to call witnesses and present affirmed testimony and written evidence. No issues of service were raised. I find the landlord served the tenant in accordance with section 89 of the *Act*.

### Issue(s) to be Decided

Is the landlord entitled to:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement
- Authorization to retain all or a portion of the tenant's security deposit in partial
- Authorization to recover the filing fee for this application pursuant to section 72.

### Background and Evidence

The tenancy began on October 1, 2017 and ended on July 31, 2019. Rent was \$1,400.00 a month. At the beginning of the tenancy, the tenant provided a security deposit including a key deposit of a total of \$750.00 ("the security deposit") which the landlord holds. The tenant did not agree that the landlord retain any of the security deposit. The landlord agreed to return the key deposit of \$50.00.

The landlord submitted a copy of the tenancy agreement.

The landlord testified that a condition inspection was conducted on the unit on moving in which indicated that the condition of the unit was good in all material aspects. On moving out, the condition inspection report indicated that cleaning and repairs in several areas were needed, specified by the landlord as follows:

ITEM	AMOUNT
Cleaning costs	\$152.25
Carpet cleaning	\$105.00
Drape cleaning	\$60.00
Wall repair	\$50.00
<b>TOTAL</b>	<b>\$367.25</b>

The landlord submitted a copy of the condition inspection report on moving in and moving out signed by the parties. The tenant objected to the above items in the report.

Each item is addressed in turn.

#### *Cleaning costs*

The landlord submitted a receipt for the claimed cleaning costs. After a discussion, the parties agreed the tenant would compensate the landlord for cleaning costs of \$125.00.

#### *Carpet cleaning*

The landlord submitted a receipt for the claimed carpet cleaning costs. After a discussion, the parties agreed the tenant would compensate the landlord for cleaning costs of \$105.00

*Drape cleaning*

The landlord incurred an expense of \$60.00 for cleaning the drapes for which the landlord submitted a receipt.

The tenant acknowledged the landlord incurred this expense but stated that the tenant had cold washed and hung the drapes; therefore, the landlord was not entitled to this expense. The landlord replied that the drapes as cleaned and hung by the tenant were insufficient and resulted in wrinkled and unsightly drapes.

*Wall repair*

On moving out, the landlord testified that steam or heat damage was found adjacent to the stove. The landlord stated that the maintenance personnel of the building repaired the wall area; as the repair staff are on salary, the landlord did not submit a receipt for the repair. The landlord testified that the amount claimed by the landlord of \$50.00 is nominal only and a reasonable estimate of the time/costs involved.

The tenant objected to paying the amount for unclarified reasons except to say that the damage was “reasonable wear and tear”.

*Security deposit and filing fee*

The landlord requested authorization to apply the security deposit of \$750.00 to the award.

The landlord requested reimbursement of the landlord’s filing fee.

*Summary*

Taking into consideration the amounts in agreement between the parties, the landlord requested the following monetary award:

ITEM	AMOUNT
Cleaning costs - agreed	\$125.00
Carpet cleaning - agreed	\$105.00
Drape cleaning - disputed	\$60.00

Wall repair - disputed	\$50.00
Reimbursement filing fee	\$100.00
<b>TOTAL</b>	<b>\$440.00</b>

Applying the security deposit, the landlord requested return to the tenant of the balance of the security deposit as follows:

<b>ITEM</b>	<b>AMOUNT</b>
Monetary award	<b>\$440.00</b>
(less security deposit)	(\$750.00)
<b>TOTAL of Security deposit returned tenant</b>	<b>(\$310.00)</b>

### Analysis

I have considered all the submissions and evidence presented to me, including those provided in writing and orally. I will only refer to certain aspects of the submissions and evidence in my findings.

Section 67 of the *Act* allows me to issue a monetary award for loss resulting from a party violating the *Act*, regulations or a tenancy agreement.

Section 7(1) of the *Act* provided that if a landlord or tenant does not comply with the *Act*, regulation or tenancy agreement, the non-complying party must compensate the other for damage or loss that results.

To claim for damage or loss, the claiming party bears the burden of proof on a balance of probabilities; that is, something is more likely than not to be true. The claimant must establish four elements.

The claimant must prove the existence of the damage or loss. Secondly, the claiming party must that the damage or loss stemmed directly from a violation of the agreement or a contravention on the part of the other party.

Once those elements have been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. Finally, the claimant has a duty to take reasonable steps to reduce, or mitigate, their loss.

In this case, the onus is on the landlord to prove the landlord is entitled a claim for a monetary award.

Reference to each of the landlord's claims follows.

As agreed by the parties I award the landlord a monetary award for cleaning in the amount of \$125.00.

As agreed by the parties I award the landlord a monetary award for carpet cleaning in the amount of \$105.00.

#### *Drape Cleaning*

Under section 37(2) of the *Act*, the tenant must leave a rental unit *reasonably clean*.

I have considered all the evidence submitted by the landlord, including the condition inspection report, the receipt and the agent's testimony. I have considered the testimony of the tenant which was not supported by any documentary evidence.

I found the evidence of the landlord to be credible and well supported by documentary evidence including a receipt and the condition inspection reports. While I acknowledged that the tenant does not believe this is a reasonable expense, I observed during the hearing that the tenant was argumentative and disputed every aspect of the landlord's claims before reluctantly agreeing to accept any responsibility for the items claimed. I prefer the landlord's evidence to the tenant's unsupported testimony. I therefore give more weight to the landlord's testimony that the drapes were not cleaned and hung properly.

Considering all the evidence, I find the landlord has met the burden of proof on a balance of probabilities that the drapes required cleaning at the end of the tenancy.

I accordingly grant the landlord a monetary award of \$60.00 under this heading.

#### *Wall Repair*

As well, in considering all the above-mentioned evidence and testimony, I find the landlord has met the burden of proof on a balance of probabilities that the wall needed repairs when the tenant vacated, the tenant is responsible for the damage, the landlord incurred \$50.00 in repair expenses, and the landlord took all reasonable steps to mitigate expenses. I have stated my reasons, above, for preferring the landlord's testimony as supported by evidence to the tenant's unsupported testimony.

I find the damage is more than 'reasonable wear and tear' and do not accept the tenant's assertions in this regard. I find the landlord is entitled to a monetary award in the amount requested for this aspect of the claim being \$50.00.

#### *Filing Fee and Security deposit*

Further to section 72, I grant the landlord a monetary award in the amount of \$100.00 for reimbursement of the filing fee. I also grant the landlord authorization to apply the security deposit to the award.

#### *Summary*

I grant the landlord a monetary award as follows:

ITEM	AMOUNT
Cleaning costs - agreed	\$125.00
Carpet cleaning - agreed	\$105.00
Drape cleaning	\$60.00
Wall repair	\$50.00
Reimbursement filing fee	\$100.00
<b>TOTAL Monetary Award</b>	<b>\$440.00</b>

The balance owing the tenant is calculated as follows:

ITEM	AMOUNT
Monetary award (above)	<b>\$440.00</b>
(less security deposit)	(\$750.00)
<b>TOTAL of Security deposit returned tenant</b>	<b>(\$310.00)</b>

I therefore order the landlord to return \$310.00, being the balance of the security deposit, to the tenant.

#### Conclusion

The landlord is directed to return the balance of the security deposit of \$310.00 to the tenant.

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: December 05, 2019

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Residential Tenancy Branch