



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, MNSD, FF

Introduction

This hearing was convened in response to an application made September 22, 2019 by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for damage to the unit - Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

The Tenant did not attend the hearing. I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution, notice of hearing and all evidence (the “Materials”) by registered mail on September 26, 2019 in accordance with Section 89 of the Act. Postal evidence indicates that the Tenant refused the mail. Section 90 of the Act provides that a document served in accordance with section 89 of the Act is deemed to be received if given or served by mail, on the 5th day after it is mailed.

Given the evidence of registered mail I find that the Tenant is deemed to have received the Materials on October 1, 2019. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy under written agreement started June 1, 2016 and ended September 30, 2017. Rent of \$925.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$460.00 as a security deposit. The Landlord has never received the Tenant's forwarding address.

The Tenant's rent cheque for September 2017 was returned NSF and was not paid by the Tenant. The Landlord claims \$925.00.

The Landlord states that the Tenant left the unit unclean and with damages. The Landlord provides photos and a copy of the move-out report.

The stove was new in 2013. At the end of the tenancy electronic plate on the stove was found to be "cooked". A replacement part would have cost \$300.00. Given this cost, the Landlord purchased a new stove and claims \$505.24. The Landlord states that since the Tenant left other damages to the unit the Tenant also likely caused the plate damage.

The Tenant left the glass globes on two light fixtures broken and left the blinds in the living room, both bedrooms, and the kitchen damaged. The blinds were new in 2013. The Landlord claims \$109.06 for the blinds and \$49.57 for the globes for a total of \$158.63. The Landlord provides a receipt for these costs.

The Landlord withdraws its claims of \$47.56 and \$15.08 as set out in the monetary order worksheet as the Landlord does not recall what these claims are in relation to.

The unit was last painted before May 2013. The Landlord states that the Tenant left the paint with damage and claims \$600.00 for the labour costs. Nothing in the unit was left clean. The Landlord claims \$200.00 for the labour costs. No invoice or written estimate was provided for this claim and the Landlord paid the company in cash.

Analysis

Section 39 of the Act provides that despite any other provision of this Act, if a tenant does not give a landlord a forwarding address in writing within one year after the end of the tenancy,

(a) the landlord may keep the security deposit or the pet damage deposit, or both, and

(b) the right of the tenant to the return of the security deposit or pet damage deposit is extinguished.

Based on the undisputed evidence that the Tenant did not provide a forwarding address and on the undisputed evidence of the last day of the tenancy, I find that it has been past one year since the tenancy ended and that the Tenant's right to return of the security deposit is extinguished. The Landlord may keep the security deposit plus zero interest of \$460.00. The security deposit will be offset against any entitlements the Landlord may have herein.

Section 26(1) of the Act provides that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement. Based on the undisputed evidence of unpaid rent for September 2017 and as the tenancy did not end until September 30, 2017, I find that the Landlord has substantiated an entitlement to **\$925.00**.

Section 37 of the Act provides 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. Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. This section further provides that where a landlord or tenant claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement the claiming party must do whatever is reasonable to minimize the damage or loss. Given the Landlord's undisputed evidence that the stove was new in 2013 and that the plate was left

“cooked” by the Tenant I find on a balance of probabilities that the Tenant caused the loss of the plate. However as there is no evidence that the remaining part of the stove was unworkable and as the Landlord could have repaired the plate with a **\$300.00** cost, I find that the Landlord is only entitled to this cost. I dismiss the costs claimed over this amount.

Based on the Landlord’s undisputed evidence, including the move-out report and photos, I find that the Tenant left the glass globes and blinds damaged and requiring replacement. Given the receipt for the costs I find that the Landlord has substantiated an entitlement to **\$158.63**.

Residential Tenancy Branch Guideline #40 sets the useful life of indoor paint at 4 years. Given the undisputed evidence that the unit was last painted prior to May 2013 I find that the interior paint no longer had any useful life at the end of the tenancy. I dismiss the claim for painting costs. Given the Landlord’s oral evidence along with the photos and move-out report I find that the Tenant failed to leave the unit reasonably clean. Although the Landlord did not provide any invoice for cleaning costs, I consider the claim for cleaning costs to be reasonable in the circumstances and I accept the Landlord’s undisputed evidence that this amount was paid. I find that the Landlord is therefore entitled to **\$200.00**.

As the Landlord’s claims have mostly met with success, I find that the Landlord is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$1,683.63**. Setting the security deposit plus zero interest of **\$460.00** off this amount leaves **\$1,223.63** owed to the Landlord.

Conclusion

I Order the Landlord to retain security deposit plus interest of **\$460.00** in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act

for the remaining amount of **\$1,223.63**. If necessary, this order may be filed in the Small Claims 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: January 27, 2020

Residential Tenancy Branch