



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION
and [tenant name suppressed to protect privacy]

DECISION

Code MND, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord filed under the Residential Tenancy Act (the “Act”), for a monetary order for damages to the unit and to recover the cost of the filing fee.

The landlord’s agent attended the hearing. As the tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord’s agent testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail on September 24, 2019, a Canada post tracking number was provided as evidence of service. The agent stated that the package was returned unclaimed.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later. I find that the tenant has been duly served in accordance with the Act. Refusal or neglect to pick up the package does not override the deemed service provisions of the Act.

The landlord’s agent appeared gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Issue to be Decided

Is the landlord entitled to monetary compensation for damages?

Background and Evidence

The tenancy began on April 26, 2016. Rent in the amount of \$510.00 was payable on the first of each month. The tenant was not required to pay a security deposit.

The landlord's agent testified that the tenant vacated the premise without ending the tenancy and had illegally sublet the premises, which was determined abandoned on January 11, 2019.

The landlord's agent withdrew their claim for painting and flooring costs.

The landlord's agent confirmed a move-in and move-out condition inspection report (the "CIR").

The landlord claims as follows:

a.	Cleaning and garbage removal	\$ 1,320.00
b.	Damaged window screen	\$ 64.20
c.	Damaged interior door	\$ 60.98
d.	Missing light fixtures	\$ 49.11
e.	Missing smoke alarms and labour to install	\$ 96.79
f.	Filing fee	\$ 100.00
	Total claimed	\$ 1,691.08

Cleaning and garbage removal

The landlord's agent testified that the tenant did not do any cleaning in the rental unit and it was left very dirty. The agent stated that they had to pay to have the rental unit cleaned. The agent stated that their policy is to allow four hours of cleaning to bring the unit to a higher standard. The agent stated that they have reduced four hours from the total cost of cleaning; however, they want to recover the cost that exceeds the four hours in the amount of \$360.00.

The landlord's agent testified that there was a lot of garbage and furniture left behind which had to be removed and disposed. The landlord seeks to recover the cost of disposal in the amount of \$960.00.

File in evidence are photographs and receipts, which support the landlords claim.

Damaged window screen

The landlord's agent testified that the tenant caused damage to the window screen in the living room. The landlord seeks to recover the cost of the repair in the amount of \$64.20. File in evidence is .a receipt

Damaged interior door

The landlord's agent testified that there was a hole in an interior door, which looked like the door was punched. The landlord seeks to recover the cost to repair the door was the amount of \$60.98. Filed in evidence is a receipt.

Missing light fixtures

The landlord's agent testified that the dining room and one bedroom light fixtures were taken by the tenant. The landlord seeks to recover the cost of the fixtures in the amount of \$49.11. Filed in evidence is a receipt.

Missing smoke alarms and labour to install

The landlord's agent testified that the smoke alarm was missing from the rental unit. The agent stated the cost to replace the smoke alarm was \$51.99 and labour to install was \$45.00. The landlord seeks to recover the total cost of \$96.79. Filed in evidence is a receipt.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard,

that is, a balance of probabilities. In this case, the landlord has the burden of proof to prove their claim.

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

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

How to leave the rental unit at the end of the tenancy is defined in Part 2 of the Act.

Leaving the rental unit at the end of a tenancy

37 (2) When a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

Normal wear and tear does not constitute damage. Normal wear and tear refers to the natural deterioration of an item due to reasonable use and the aging process. A tenant is responsible for damage they may cause by their actions or neglect including actions of their guests or pets.

I accept the undisputed evidence of the landlord's agent that the tenant did not clean or remove the garbage and from the rental unit. I accept a large amount of furniture was left behind. This is supported by the photographs This is supported by a receipt and the CIR.

I further accept the undisputed evidence of the landlord's agent that the tenant or the tenant's guest caused damage to the rental premise, this included a broken window screen, a hole in an interior door, missing light fixtures and smoke detector. This is supported by a receipt and the CIR.

I find the tenant has breached section 37 of the Act, when they failed to leave the rental unit reasonable clean and undamaged; this caused losses to the landlord. I find the landlord is entitled to the amounts claimed above. This is supported by the photographs, receipt and the CIR.

I find that the landlord has established a total monetary claim of **\$1,691.08** comprised of the above described amount and the \$100.00 fee paid for this application. I grant the landlord an order under section 67 of the Act.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

Conclusion

The landlord is granted a monetary order in the above amount pursuant to section 67 of the Act.

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: January 21, 2020

Residential Tenancy Branch