



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDL-S, FFL

### Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, made on September 16, 2019 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage to the unit, site, or property; and
- an order to retain the security deposit; and
- an order granting recovery of the filing fee.

The hearing was scheduled for 1:30pm on January 20, 2020 as a teleconference hearing. Only the Landlord appeared and provided affirmed testimony. No one appeared for the Tenant. The conference call line remained open and was monitored for 23 minutes before the call ended. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the Landlord and I were the only persons who had called into this teleconference.

The Landlord testified the Application and documentary evidence package was served to the Tenant by registered mail on September 23, 2019 to the forwarding address that the Tenant provided the Landlord. A copy of the Canada Post registered mail receipt was submitted in support. Based on the oral and written submissions of the Applicant, and in accordance with sections 89 and 90 of the *Act*, I find that the Tenant is deemed to have been served with the Application and documentary evidence on September 28, 2019, the fifth day after their registered mailing. The Tenant did submit documentary evidence in response to the Application, however, no one appeared at the time of the hearing to make any submissions.

The Landlord was provided with a full opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure and to which I was referred. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

1. Is the Landlord entitled to a monetary order for damage to the rental unit, pursuant to Section 67 of the *Act*?
2. Is the Landlord entitled to retaining the security deposit, pursuant to Section 38, and 72 of the *Act*?
3. Is the Landlord entitled to an order granting recovery of the filing fee, pursuant to Section 72 of the *Act*?

### Background and Evidence

The Landlord testified that the tenancy began on August 1, 2012. During the tenancy, the Tenant was required to pay rent in the amount of \$950.00 to the Landlord on the first day of each month. The Tenant paid a security deposit in the amount of \$450.00 which the Landlord continues to hold. The Landlord stated that the tenancy ended on September 4, 2019 and she received the Tenant's forwarding address via text message on the same date.

The Landlord stated the parties had agreed to meet to conduct a move out condition inspection of the rental unit on September 4, 2019, however, the Tenant failed to attend. The Landlord stated that she entered the rental unit to find that it needed repairs and further cleaning. The Landlord stated that the window coverings were missing in two rooms of the rental unit. The Landlord provided a receipt for the replacement costs of the blinds in the amount of \$188.93. The Landlord stated that she was required to rent a carpet cleaner for \$60.00, after the Tenant had left the carpet stained and dirty. The Landlord provided a copy of the condition inspection report in support.

The Landlord stated that the rental unit needed to be professionally cleaned for 3 hours at a cost of \$147.00. The Landlord stated that she also spent her own time cleaning which she is not claiming for. The Landlord is seeking to retain \$395.93 from the Tenant's \$450.00 security deposit. If successful, the Landlord is also seeking the return of the filling fee.

No one appeared for the Tenant to dispute the Landlord's claims.

### Analysis

Based on the uncontested affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 67 of the *Act* empowers me to order one party to pay compensation to the other if damage or loss results from a party not complying with the *Act*, regulations or a tenancy agreement.

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided for in sections 7 and 67 of the *Act*. An applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and
4. That the party making the application did what was reasonable to minimize the damage or loss.

In this case, the burden of proof is on the Landlord to prove the existence of the damage or loss, and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the Tenant. Once that has been established, the Landlord must then provide evidence that can verify the value of the loss or damage. Finally, it must be proven that the Landlord did what was reasonable to minimize the damage or losses that were incurred.

The Landlord is claiming \$188.93 in relation to missing window coverings from two rooms in the rental unit. The Landlord provided a copy of the move in condition inspection report which indicated that the window coverings were in good condition at the start of the tenancy and were missing at the end of the tenancy. The Landlord provided a copy of the receipt in support.

I find that the Landlord has provided sufficient evidence to establish an entitlement to monetary compensation in the amount of \$188.93 for the replacement of the window coverings.

The Landlord is also claiming \$60.00 for carpet cleaning as well as \$147.00 for professional cleaning of the rental unit. In this case, I find that the Landlord provided insufficient evidence to support that the Landlord has incurred these costs as the Landlord did not submit any receipts demonstrating that these amounts were paid by the Landlord. As such, I dismiss these two monetary claims without leave to reapply.

Having been partially successful, I find the Landlord is entitled to recover the \$100.00 filing fee paid to make the Application. I also find it appropriate in the circumstances to order that the Landlord retain \$288.93 from the \$450.00 security deposit held in satisfaction of the claim ( $\$450.00 - \$288.93 = \$161.07$ )

Pursuant to section 67 of the *Act*, I find the Tenant is entitled to a monetary order in the amount of \$161.07, which represents the remaining balance of their security deposit less the previously mentioned deductions.

Conclusion

The Landlord has established an entitlement to monetary compensation in the amount of \$288.93 which has been deducted from the security deposit. The Tenant is granted a monetary order in the amount of \$161.07 which represents the remaining balance of the Tenant's security deposit. The order should be served to the Landlord as soon as possible and may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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 23, 2020

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Residential Tenancy Branch