



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for damage to the rental unit pursuant to section 67;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted by conference call. The tenants did not attend this hearing, although I waited until 2:00 p.m. in order to enable the tenants to connect with this teleconference hearing scheduled for 1:30 p.m. The landlord attended the hearing and was given a full opportunity to provide affirmed testimony and present evidence.

The landlord testified that on September 6, 2019, a copy of the Application for Dispute Resolution and Notice of Hearing was sent to the tenants by registered mail (RN 380207441CA). The landlord's evidence package was subsequently mailed to the tenants on December 12, 2019. The landlord provided a registered mail tracking number in support of service.

Based on the above evidence, I am satisfied that the tenants were deemed served with the Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to sections 89 & 90 of the Act. The hearing proceeded in the absence of the tenants.

Issues

Is the landlord entitled to a monetary award for damage to the rental unit?
Is the landlord entitled to recover the filing fee for this application from the tenants?

Background and Evidence

The tenancy began on March 29, 2018 and ended on March 30, 2019. The tenants paid a security deposit of \$1050.00 and a pet deposit \$1050.00 at the start of the tenancy. The pet deposit was returned shortly after the end of the tenancy. The tenants subsequently applied for and were granted a monetary order for return of the security deposit including double the amount as a penalty as the landlord failed to file an application to claim against the deposit.

The landlord submitted a “monetary order worksheet” which provides a detailed breakdown of the landlord’s claims totaling \$1148.19. The landlord testified that the tenant left the rental unit in a state of uncleanliness and disrepair. The landlord submitted a move-in and move-out condition inspection report plus various pictures of the rental unit at the end of the tenancy as evidence. The landlord submitted receipts in support of the cleaning, carpet cleaning, light bulbs, microwave filter and toilet seat cover. The landlord did not submit any receipts for the last three items on the monetary order worksheet which included estimated losses for a rust spot on the floor, a scratched stove top and underneath sink damage. The landlord did submit pictures to support the damage to the floor and stove top but no pictures for the sink cabinet. The landlord testified the rust spot could not be removed by cleaning.

Analysis

Section 7 of the Act provides for an award for compensation for damage or loss as a result of a landlord or tenant not complying with this Act, the regulations or their tenancy agreement. Under this section, the party claiming the damage or loss must do whatever is reasonable to minimize the damage or loss.

Section 37 of the Act requires 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.

I find that the tenants did not leave the rental unit reasonably clean and undamaged and this is supported by the landlord’s evidence submissions and undisputed testimony. I find that the landlord has established the existence of the damage or loss and that it occurred due to the actions or neglect of the tenant. The landlord has also submitted receipts as evidence in support of the actual amounts required to compensate for the loss except for the last three items as referenced above. I find the landlord has demonstrated that the stove top was scratched and damage to the floor due to a rust spot which could not be cleaned. I accept the landlords estimates as being reasonable amounts to compensate the landlord for this loss. The landlord did not submit any

pictures as proof of damage to the sink cabinet so this part of the landlord's claim is dismissed.

I accept the landlord's uncontested testimony and supporting evidence and find the landlord has suffered a loss as claimed (with the exception of \$150.00 for sink cabinet) in the amount of \$998.19.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application for a total monetary award of \$1,098.19.

Conclusion

Pursuant to section 67 of the *Act*, I grant the landlord a Monetary Order in the amount of \$1,098.19. Should the tenants fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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 *Residential Tenancy Act*.

Dated: January 03, 2020

Residential Tenancy Branch