



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDL-S, 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 retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover her filing fee for this application from the tenant pursuant to section 72.

The landlord attended the hearing via conference call and provided undisputed affirmed testimony. The tenants did not attend or submit any documentary evidence. The landlord stated that both tenants were each served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on April 2, 2020. The landlord provided the Canada Post Customer Receipt Tracking numbers for both packages (noted on the cover of this decision).

I accept the undisputed affirmed evidence of the landlord and find that both tenants have been properly served as per sections 88 and 89 of the Act. Although the tenants did not attend, the tenants are deemed served as per section 90 of the Act.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order for damage to the rental and recovery of the filing fee?

Is the landlord entitled to retain all or part of the security deposit?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on June 1, 2019 on a fixed term tenancy until December 31, 2019 as per the submitted copy of the signed tenancy agreement dated June 1, 2019. The monthly rent was \$1,500.00 payable on the 1<sup>st</sup> day of each month. A security deposit of \$750.00 and a pet damage deposit of \$250.00 were paid.

The landlord seeks a monetary claim of \$2,276.74 which consists of:

\$147.00	Yard Clean Up
\$163.80	Cleaning
\$1,265.00	Damage Repairs (labour and materials)
\$63.32	Replace Damaged Showerhead
\$211.75	Replace Shelf under Kitchen Sink
\$275.00	Deep Clean and Showerhead Repair
\$50.87	Replace Blinds
\$2,196.74	Subtotal
\$100.00	Filing Fee
\$2,296.74	Total

I note that the landlord's total claim is \$20.00 higher than the amount filed. I accept the landlord's claim with the higher amount and consider this a simple arithmetic error on the part of the landlord. The amounts are based upon the filed monetary worksheet which have not changed. The landlord's claim shall proceed on the clarified \$2,296.74 amount.

The landlord claims that the tenants vacated the rental unit leaving it damaged and requiring cleaning inside and the yard maintenance outside. The landlord provided written details which state:

*Damage to property, materials, cleaning inside the property and yard clean up. Tiles broken off in kitchen, broke off door and door with a hole, shower drain broken and attachment underneath, broken light, shelves in bedrooms broken and sagging, multiple drawers broken, multiple outlets broken and covers that needed replacing. Blinds*

*broken and a door stop. Dog hair and smell needed cleaning, and cleaning behind washer and dryer and oven. Counters, shower, drawers and fridge etc cleaned.*

[reproduced as written]

During the hearing the landlord stated that as per the signed tenancy agreement and addendum the tenants agreed to perform all yard maintenance which the landlord claims that the tenants failed to do by removing pine cones and normal yard debris for \$147.00 based upon the landlord's email invoice from the paid contractor.

The landlord stated that the tenants failed to properly clean the rental unit leaving lots of dog hair throughout. The landlord incurred a cleaning charge of \$163.80 based upon the submitted cleaning invoiced dated May 3, 2020 for \$163.80.

The landlord stated that the tenants vacated the rental unit with damage repairs totalling \$1,265.00. The landlord has submitted copies of the invoice from her contractor dated February 28, 2020 for \$1,530.00. The landlord stated that the \$1,265.00 is based upon the invoice and a detailed breakdown provided in text messages from the landlord for the work performed at 25.25 hours of labour (\$1,010.00) and \$255.00 for materials.

The landlord seeks \$63.32 for the replacement cost of a broken showerhead. The landlord submitted a copy of a HomeDepot Receipt dated March 18, 2020 for \$63.32.

The landlord seeks \$211.75 for the replacement cost of a damaged shelf under the sink. The landlord referenced copies of two HomeDepot Receipts, one for \$9.08 dated March 19, 2020 and \$22.67 dated March 20, 2020. The landlord was unable to provide any further details of this claim for \$211.75 and how the two HomeDepot Receipts were related. Despite this an extensive review of the photograph of the receipts shows a text request for compensation of labour of 4.5 hours at \$40.00/hour for a total of \$180.00. No details of the labour were provided.

The landlord seeks a claim of \$275.00 for a further deep cleaning of the rental unit (fixtures and appliances) and the labour cost for replacing the damaged shower head. The landlord stated that further deep cleaning was required upon discovery of the condition of the appliances. The landlord stated that 9 hours of cleaning at \$25.00 per hour were charged for further deep cleaning and 2 hours of labour at \$25.00/hour for \$50.00 for the showerhead replacement. The landlord clarified that the 2 hours of labour included travel time to purchase the new showerhead.

In support of these claims the landlord has submitted copies of invoices/receipts, photographs of the rental unit at the end of tenancy, completed condition inspection report move-in, incomplete condition inspection report move-out and the signed tenancy agreement and addendum.

### Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. In this case, the onus is on the landlord to prove on the balance of probabilities that the tenant caused the damage and that it was beyond reasonable wear and tear that could be expected for a rental unit of this age.

I accept the undisputed affirmed evidence of the landlord and find on a balance of probabilities that the tenants vacated the rental unit leaving it dirty and damaged. The landlord submitted copies of invoices/receipts for labour and materials used to clean and repair damaged items throughout the rental unit. The landlord submitted photographs of the condition of the rental unit in conjunction with the completed condition inspection report for the move-in with the incomplete condition inspection report for the move-out. On this basis, I find that the landlord has established a claim for the clarified \$2,296.74 which includes recovery of the filing fee.

I authorize the landlord to retain the combined \$1,000.00 security and pet damage deposits in partial satisfaction of this claim.

### Conclusion

The landlord is granted a monetary order for \$1,296.74.

This order must be served upon the tenants. Should the tenants fail to comply with this order, the 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: August 04, 2020

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Residential Tenancy Branch