



# 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 May 14, 2020 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

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

The Landlord's Agent and the Tenant attended the hearing at the appointed date and time. At the beginning of the hearing, the Tenant acknowledged receipt of the Landlord's Application package and documentary evidence. No issues were raised with respect to service or receipt of these documents during the hearing. Pursuant to section 71 of the *Act*, I find the above documents were sufficiently served for the purposes of the *Act*.

The parties were 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 or loss, 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 parties testified and agreed to the following; the tenancy began on June 1, 2018. During the tenancy, the Tenants were required to pay rent in the amount of \$3,850.00 to the Landlord on the first day of each month. The Tenants paid a security deposit in the amount of \$1,925.00 which the Landlord continues to hold. The tenancy ended on April 30, 2020.

The Landlord is claiming \$7,565.00 to repair damage and to clean the rental unit at the end of the tenancy. The Landlord's Agent stated during the move out inspection, the Landlord noted some damage that had not been previously noted on the move in condition inspection. The Landlord provided a copy of the condition inspection report as well as pictures in support.

The Landlord provided a quote in which the Landlord is claiming \$1,800.00 to repair drywall, baseboards, shelves, and paint. The Landlord seeking \$4,200.00 for replace the laminate flooring and transition molding. The Landlord is claiming \$300.00 for replacement of a door handle and for kitchen light bulbs. The Landlord is claiming \$200.00 to replace the french door hold and door stopper. The Landlord is claiming \$200.00 to replace ceiling tiles in the den.

The Landlord is also claiming \$420.00 for general cleaning of the rental unit as well as for cleaning the carpets which had been stained. The Landlord provided a receipt in support.

The Landlord's Agent stated that much of the work has not yet been completed. The Landlord's Agent stated that the Landlord has repaired a heater in the bathroom and a kitchen tap, for which the Landlord has not provided a quote or receipt for. The Landlord's Agent stated that the Landlord has also cleaned the rental unit and carpets for which a receipt has been submitted in the documentary evidence.

The Tenant responded by stating that the damage that was noted during the move out inspection had been there at the start of the tenancy. The Tenant stated that he wished he was more diligent during the move in inspection. The Tenant admitted to the carpet requiring further cleaning but denied causing any damage to the rental unit.

### Analysis

Based on the 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 provided a quote and is claiming \$1,800.00 to repair drywall, baseboards, shelves, and paint. The Landlord is seeking \$4,200.00 for replace the laminate flooring and transition molding. The Landlord is claiming \$300.00 for replacement of a door handle and for kitchen light bulbs. The Landlord is claiming \$200.00 to replace the french door hold and door stopper. The Landlord is claiming \$200.00 to replace ceiling tiles in the den.

I accept that during the hearing, the Landlord's Agent stated that the Landlord has not yet repaired these items. As such, I find that the Landlord has not yet suffered a loss or demonstrated the true value of the cost associated with repairing the items listed above. I therefore dismiss the Landlord's claims listed above without leave to reapply.

The Landlord is also claiming for \$420.00 in relation to cleaning the rental unit including carpet. The Landlord's Agent stated that the cleaning was completed and provided a receipt in support. I accept that the Tenant confirmed further cleaning was required. As such, I find that the Landlord has established an entitlement to compensation in the amount of \$420.00.

During the hearing, the Landlord's Agent referred to other repairs such as the bathroom heater and a kitchen tap that the Landlord repaired. I find that the Landlord has provided insufficient evidence to support the value of those costs. As such, I dismiss the Landlord's claim for these items 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 \$520.00 from the \$1,925.00 security deposit held in satisfaction of the claim ( $\$1,925.00 - \$520.00 = \$1,405.00$ ).

Pursuant to section 67 of the *Act*, I find the Tenants are entitled to a monetary order in the amount of \$1,405.00 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 \$520.00 which has been deducted from the security deposit. The Tenants are granted a monetary order in the amount of \$1,405.00 which represents the remaining balance of the Tenants' 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: October 7, 2020

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Residential Tenancy Branch