



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding RANCHO MANAGEMENT and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDCL-S, MNDL-S, FFL

### Introduction

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

- a monetary order for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- an order authorizing the landlord the recovery of the filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The tenant confirmed that she received the landlord's documentary evidence for this hearing. The tenant did not submit any documentation for this hearing.

### Issue to be Decided

Is the landlord entitled to a monetary award for damage or loss arising out of this tenancy?

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

Is the landlord entitled to the recovery of the filing fee?

### Background, Evidence

The landlord's testimony is as follows. The tenancy began on September 1, 2018 and ended on June 30, 2020. The tenant was obligated to pay \$1800.00 per month in rent in advance and at the outset of the tenancy the tenant paid a \$900.00 security deposit which the landlord still holds. The landlord testified that the tenant left the unit dirty and damaged at move out. The landlord testified that the tenant left the carpets and suite very dirty. The landlord testified that the tenant plugged the sink and garburator so badly that they had to have a plumber dismantle and clean the piping under the kitchen sink. The landlord testified that the tenant did not pay the move out fee as per the strata by laws.

The landlord is applying for the following:

1.	Suite Cleaning	\$527.10
2.	Plumber	330.70
3.	Move out fee	200.00
4.	Carpet Cleaning	75.00
5.	Filing fee	100.00
6.		
7.		
8.		
9.		
10.		
	Total	<b>\$1232.80</b>

The tenant testified that she left the unit reasonably clean and would like her deposit back. The tenant testified that she had to move due to the pandemic and in an emergency basis. The tenant testified that the landlord is being overly particular about the cleaning.

### 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 provide **sufficient evidence of the following four factors**; the existence of the

damage/loss, that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party, the applicant must also show that they followed section 7(2) of the *Act* by taking steps to mitigate or minimize the loss or damage being claimed, and that if that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. I address the landlords claim and my findings as follows.

The landlord provided extensive documentation, the move in and move out condition inspection report, receipts and photos to support their application. I find that the landlord has provided sufficient evidence on a balance of probabilities to grant the monetary order as requested.

### Conclusion

In summary, the landlord has been successful for the following items:

1.	Suite Cleaning	\$527.10
2.	Plumber	330.70
3.	Move out fee	200.00
4.	Carpet Cleaning	75.00
5.	Filing fee	100.00
6.		
7.		
8.		
9.		
10.		
	Total	<b>\$1232.80</b>

The landlord has established a claim for \$1232.80. I order that the landlord retain the \$900.00 security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$332.80. This order may be filed in the Small Claims 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: November 03, 2020

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Residential Tenancy Branch