



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL MNDL-S

Introduction

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

- a monetary order money owed or compensation for loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

The tenants did not attend this hearing, although I left the teleconference hearing connection open until 1:40 p.m. in order to enable the tenants to call into this teleconference hearing scheduled for 1:30 p.m. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. 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 ones who had called into this teleconference.

The landlord provided sworn testimony that the tenants were sent a copy of the dispute resolution hearing package ('Application') and evidence by way of registered mail to an address provided by the tenants. The landlord was unable to recall the exact date and tracking information for the package. In accordance with sections 88, 89, and 90 of the *Act*, I find that the tenants deemed served with the Application and evidence package, five days after mailing. The tenant did not submit any written evidence for this hearing.

Issue(s) to be Decided

Is the landlord entitled to compensation for losses or damage to the rental unit?

Is the landlord entitled to recover the filing fee from the tenants for this application?

Background and Evidence

The landlord provided the following sworn testimony. This month-to-month tenancy began on September 1, 2018, and ended on June 30, 2020. Monthly rent was set at \$1,500.00, payable on the first of the month. The landlord collected a security deposit in the amount of \$750.00 at the beginning of the tenancy, and \$500.00 was returned to the tenants.

The landlord is applying to keep the remaining \$250.00 to cover the costs associated with the tenants' failure to return the rental unit in reasonably clean and undamaged condition. The landlord testified that the rental unit was brand new, and never lived in before this tenancy began. The landlord submitted photos in support of his claim, which show scratches and a stove top that was not cleaned. The landlord submits that this damage exceeds regular wear and tear. The landlord testified that he had obtained quotes, and the costs of repairs and cleaning exceed the \$250.00 requested, but he just wanted some compensation to cover the costs of repairs and cleaning.

Analysis

Section 37(2)(a) of the *Act* stipulates 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 landlord provided sufficient evidence to show that the landlord suffered a monetary loss due to the tenants' failure to leave the home in reasonably clean condition. I find that the \$250.00 is reasonable to cover the costs of repairs and cleaning associated with this breach. Accordingly, I find the landlord is entitled to compensation for this loss in the amount of \$250.00.

I find that the landlord's Application has merit and that the landlord is entitled to recover the fee for filing this Application.

In accordance with the offsetting provisions of section 72 of the *Act*, I order the landlord to retain \$250.00 of the tenants' security deposit in satisfaction of the monetary claim.

Conclusion

I allow the landlord's monetary claim in the amount of \$250.00 for the tenants' failure to return the suite in reasonably clean and undamaged condition. I also allow the landlord to recover the filing fee for this application. In accordance with the offsetting provisions of section 72 of the *Act*, I order the landlord to retain \$250.00 of the tenant's security deposit in satisfaction of the monetary award.

I issue a Monetary Order in the amount of \$100.00 in the landlord's favour for recovery of the filing fee.

The landlord is provided with this Order in the above terms and the tenant(s) must be served with a copy of this Order as soon as possible. Should the tenant(s) 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: November 12, 2020

Residential Tenancy Branch