



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC MNSD FF

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held, by teleconference, on December 4, 2020. The Landlord applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "Act").

The Landlord attended the hearing. The Tenants did not attend the hearing. The Landlord stated that she sent the Tenants a copy of the Notice of Hearing and evidence by registered mail on August 21, 2020, to the forwarding address provided. The Landlord explained that the Tenant provided an updated forwarding address via email on August 13, 2020, as per the email uploaded into evidence. The Landlord also provided proof of mailing. Pursuant to section 89 and 90 of the Act, I find the Tenants are deemed to have received this package on August 26, 2020.

The Landlord was provided the 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. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Is the Landlord entitled to a monetary order for damage or loss under the Act?
- Is the Landlord entitled to retain all or a portion of the Tenants' security deposit in partial satisfaction of the monetary order requested?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

The Landlord stated that the Tenants moved into the rental unit on June 30, 2018, and moved out on July 31, 2020. Monthly rent was set at \$3,639.00, at the Tenants paid a security deposit in the amount of \$1,287.50. The Landlord stated that they have returned \$815.00 of this deposit, and now only hold \$472.50.

The Landlord stated that a move-in inspection was done, and a move-out inspection was also done with the Tenant. The Landlord explained that the Tenant signed the condition inspection report, but did not agree with the move-out portion of that report.

At the time the Landlord filed their application, they were seeking \$622.50 for damages. However, the Landlord is not seeking all items initially listed on the monetary order worksheet. The Landlord is only seeking 3 out of the 4 items she initially listed on the worksheet.

The Landlord is only seeking the following items:

1) \$262.50 – Cleaning Fees

The Landlord provided photos taken at the end of the tenancy to show that the Tenants failed to sufficiently clean the rental unit. The Landlord noted that the stove had layers of debris, the carpets were dirty, blinds were full of dust, there cupboards needed washing, and large clumps of hair needed to be cleaned up. The Landlord provided an invoice for the above noted cost, as she had to hire a company to come and re-clean the whole suite after the Tenants moved out.

2) \$123.86 – Microwave Handle

The Landlord provided a receipt for the above noted amount to replace the handle on the microwave. The Landlord stated that this microwave was in near perfect condition at the start of the tenancy, and the Tenants ripped off the handle. The Landlord stated that this appliance was included in their rental, but they damaged it well beyond reasonable wear and tear. This item was noted on the condition inspection report.

3) \$60.00 – Fob replacement

The Landlord stated that the Tenants were given two key fobs at the start of the tenancy. However, at the end of the tenancy, only 1 fob was returned. The Landlord had

to incur a \$60.00 charge (as shown by the money transfer information provided into evidence) with the strata of the building so that they could re-issue a new key.

Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim.

In this instance, the burden of proof is on the Landlord to prove the existence of the damage/loss and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the Tenants. Once that has been established, the Landlords must then provide evidence that can verify the value of the loss or damage. Finally it must be proven that the Landlord did everything possible to minimize the damage or losses that were incurred.

1) \$262.50 – Cleaning Fees

I have reviewed the photos and testimony, and I find the Tenants failed to leave the rental unit in a reasonably clean state, contrary to section 37(2) of the *Act*. I accept that further cleaning would have been required to sufficiently clean the unit. I award this item in full.

2) \$123.86 – Microwave Handle

I accept that the Tenants broke the door handle on the microwave, and I accept that this goes beyond reasonable wear and tear. I find the Tenants are liable for this part, in full, as it was broken during their tenancy.

3) \$60.00 – Fob replacement

The Tenants were given two key fobs at the start of the tenancy, and only returned 1 fob. I accept that this cost the Landlord \$60.00 to have the strata re-issue a new key fob for the building. I find the Tenants are liable for this item, in full.

Section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlord was substantially successful with this application, I order the Tenants to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution. Also, I authorize the Landlord to retain the security deposit to offset the other money owed.

In summary, I find the Landlord is entitled to the following monetary order:

Item	Amount
Cleaning	\$262.50
Microwave Handle	\$123.86
Fob	\$60.00
PLUS: Filing Fee	\$100.00
Subtotal:	\$546.36
LESS: Amount of Security Deposit still held	\$472.50
Total Amount	\$73.86

Conclusion

The Landlord is granted a monetary order in the amount of **\$73.86**, as specified above. This order must be served on the Tenants. If the Tenants fail to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be 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: December 04, 2020

Residential Tenancy Branch