



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Code MND, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord filed under the Residential Tenancy Act (the “Act”), for a monetary order for cleaning and damages to the rental unit, for an order to retain the security deposit in full satisfaction of the claim and to recover the cost of the filing fee.

The landlord’s agent attended the hearing. As the tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord’s agent testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail on September 16, 2020, a Canada post tracking number was provided as evidence of service.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later. I find that the tenant has been duly served in accordance with the Act.

The landlord’s agent appeared gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Issues to be Decided

Is the landlord entitled to monetary compensation for cleaning and damages?

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

The tenancy began on June 20, 2019. Rent in the amount of \$2,400.00 was payable on the first of each month. The tenant paid a security deposit of \$1,200.00. The tenancy ended on August 31, 2020.

A move-in and move-out condition inspection report was completed.

The landlord claims as follows:

a.	Fob not returned	\$ 50.00
b.	Unpaid Strata Fine	\$ 200.00
c.	Cleaning costs	\$ 231.00
d.	Damage to door frame and wall	\$ 430.50
e.	Filing fee	\$ 100.00
	Total claimed	\$1,011.50

Fob not returned

The landlord's agent testified that the tenant did not return of the fob at the end of the tenancy and the cost to replace was the amount of \$50.00.

Unpaid Strata Fine

The landlord's agent testified that the tenant did not pay the strata fine of \$200.00. The agent stated that the tenant did sign a form "K". The landlord seeks to recover the cost of the strata fine in the amount of \$200.00. filed in evidence is a copy of the strata letter.

Cleaning costs

The landlord's agent testified that the tenant did not clean the rental unit at the end of the tenancy. The agent stated that the appliances were left dirty, the cupboard were dirty and there was other cleaning deficiencies. The agent stated that the cost for cleaning was the amount of \$231.00. Filed in evidence are photographs which support the rental unit was not left reasonable clean.

Damage to door frame and wall

The landlord's agent testified that the tenant caused damage to the door frame and wall as they installed wood on the frame that held another piece of wood. The landlord seeks to recover the cost to make the repair in the amount of \$136.50. filed in evidence is a photograph which shows that this was installed to barricade the door.

The landlord testified that there was also damage to other areas of the walls, which had to be repaired and painted. The landlord seeks to recover the amount of \$294.00. filed in evidence are photographs showing wall damage.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the landlord has the burden of proof to prove their claim.

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-comply landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

How to leave the rental unit at the end of the tenancy is defined in Part 2 of the Act.

Leaving the rental unit at the end of a tenancy

37 (2) When a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

Normal wear and tear does not constitute damage. Normal wear and tear refers to the natural deterioration of an item due to reasonable use and the aging process. A tenant is responsible for damage they may cause by their actions or neglect including actions of their guests or pets.

I accept the undisputed testimony of the landlord's agent as stated above. This is support by the photographic evidence.

I find the tenant breached the Act and their tenancy agreement, when they failed to return the fob, left the rental unit dirty, did not pay their strata fine and caused damage to the walls. I find the amount the landlord claim is reasonable. Therefore, I find that the landlord has established a total monetary claim of **\$1,011.50** comprised of the claim and the \$100.00 fee paid for this application.

I order that the landlord to retain the above amount of \$1,011.50 from the tenant's security deposit of **\$1,200.00** in full satisfaction of the claim. The landlord is to return the balance of \$188.50 to the tenant. I grant the tenant a formal order for the balance due should the landlord fail to return the balance.

Conclusion

The landlord is granted a monetary order and may keep a portion of the security deposit in full satisfaction of the claim and the landlord is to return the balance of the security deposit to the tenant.

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 17, 2020

Residential Tenancy Branch