



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FFL

Introduction

On September 7, 2020, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) seeking a monetary order for damage to the rental unit; and to keep the security deposit.

The matter was set for a conference call hearing. The Landlord attended the hearing; however, the Tenant did not. The line remained open while the phone system was monitored for twenty-two minutes and the Tenant did not call into the hearing during this time.

The Landlord testified that the Tenant was served the Notice of Dispute Resolution Proceeding using Registered Mail sent to the Tenant’s new address on September 16, 2020. The Landlord testified that the Tenant sent the Landlord a text message indicating he received the notice of hearing. The Landlord provided a copy of the registered mail receipt and tracking number as proof of service.

I find that the Tenant was served with notice of the hearing in accordance with sections 89 and 90 of the Act. The hearing proceeded.

The Landlord was provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

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 to the rental unit?
- Can the Landlord keep the security deposit towards the monetary claims?

Background and Evidence

The Landlord testified that the tenancy began on November 1, 2019 on a month to month basis. Rent in the amount of \$1,100.00 was to be paid to the Landlord by the first day of each month. The Tenant paid the Landlord a security deposit of \$550.00. The tenancy ended on September 1, 2020. The Landlord provided a copy of the tenancy agreement.

Damage

The Landlord submitted that at the end of the tenancy the rental unit was found in an unclean and damaged condition. The Landlord provided a copy of a condition inspection report completed on November 1, 2020. The Landlord provided 11 photographs showing the condition and state of repair of the rental unit.

The Landlord testified that the Tenant failed to clean the carpets prior to moving out. The Landlord testified that they hired a person to clean the carpets and paid them \$85.00 to clean the carpets.

The Landlord testified that the Tenant caused damage to a refrigerator door and the part to repair the refrigerator cost the Landlord \$158.74. The Landlord provided a photograph and an invoice for the replacement part.

The Landlord testified that the rental unit was left unclean. The Landlord performed the cleaning and is seeking to be compensated for 6 hours of cleaning at \$30.00 per hour.

The Landlord testified that the Tenant is responsible for damage to floor trim and a floorboard. The Landlord has not completed these repairs but is seeking \$85.00 in compensation.

Security Deposit

On September 7, 2020, the Landlord submitted an Application for Dispute Resolution and applied to keep the security deposit towards the claims.

Analysis

To be successful with a claim for compensation an applicant must prove:

1. That the other party breached the Act, regulation or tenancy agreement.
2. That the breach caused the party making the application to incur damages or loss as a result of the breach.
3. The value of the loss; and,
4. That the party making the claim took reasonable steps to minimize the damage or loss.

The Residential Tenancy Policy Guideline # 16 Claims in Damages states:

An arbitrator may award monetary compensation only as permitted by the Act or the common law. In situations where there has been damage or loss with respect to property, money or services, the value of the damage or loss is established by the evidence provided.

A party seeking compensation should present compelling evidence of the value of the damage or loss in question.

Residential Tenancy Policy Guideline #1 Landlord & Tenant - Responsibility for Residential Premises provides that a tenant is generally required to pay for repairs where damages are caused, either deliberately or as a result of neglect, by the tenant or his or her guest. A tenant is not responsible for reasonable wear and tear to the rental unit or site.

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

I accept the Landlord's evidence that the rental unit was left unclean and damaged at the end of the tenancy.

Carpets

I find that a Tenant is responsible to leave the carpets clean at the end of the tenancy. I accept the Landlord's testimony that carpets were dirty and required cleaning. I award the Landlord the amount of \$85.00 for the cost of carpet cleaning.

Refrigerator Damage

I have reviewed the Landlord's evidence and I find that the Tenant is responsible for damage to the refrigerator. I find that the Tenant is responsible to repay the Landlord for the cost of repairing the refrigerator.

I award the Landlord the amount of \$158.74 for the cost to repair the refrigerator.

Cleaning Costs

I find that the Tenant left the rental unit unclean at the end of the tenancy. The Landlord's photographs show an unclean refrigerator, dirty oven, dirty windowsills, and dirty cupboards. I find that it is reasonable to award compensation to the Landlord for six hours of cleaning at \$30.00 per hour.

I award the Landlord the amount of \$180.00 for cleaning costs.

Trim and Floor Damage.

The Landlord has not performed the work to repair these items and therefore the value of loss is not established by the Landlord. I accept that the Tenant is responsible for the damage; therefore, I find it reasonable to award the Landlord a nominal damages award in the amount of \$26.26.

Security Deposit

The Landlord has applied to keep the \$550.00 security deposit towards damage to the rental unit.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. The Landlord was successful in the hearing. I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I find that the Landlord has established a total monetary claim of \$550.00 comprised of \$265.00 for cleaning costs; \$185.00 for damage; and the \$100.00 fee paid by the Landlord for this hearing.

I authorize the Landlord to retain the security deposit of \$550.00 in full satisfaction of their monetary award.

Conclusion

The Landlord has established a monetary claim for cleaning costs; damage to the rental unit; and recovery of the filing fee in the amount of \$550.00. I order that the Landlord can keep the security deposit of \$550.00 in full satisfaction of the Landlord's 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: December 23, 2020

Residential Tenancy Branch