



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDL

### Introduction

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

- a Monetary Order pursuant to section 67 of the *Act*

Only the landlord attended the hearing. The landlord was given a full opportunity to be heard, to present testimony and to make submissions.

The landlord explained the landlord's application for dispute resolution and evidentiary package were sent to the tenant by way of Canada Post Registered Mail on October 24, 2020. As part of the evidentiary package, a copy of the Canada Post Registered Mail receipt was provided to the hearing. Pursuant to section 88, 89 & 90 the *Act*, the tenant is deemed to have been served with these documents on October 29, 2020, five days after their posting.

### Issue(s) to be Decided

Is the landlord entitled to a monetary award?

### Background and Evidence

Undisputed testimony provided by the landlord explained that this tenancy began on September 15, 2019 and ended on October 16, 2020. Rent was \$1,200.00 per month and a security deposit of \$600.00 paid at the outset of the tenancy continues to be held by the landlord.

The landlord is seeking a monetary award of \$600.00. The landlord detailed this figure in their monetary order worksheet included in evidence but stated this amount included repairs to a floor panel, replacement of a faucet and bathroom rack, and for cleaning associated with the unit following the tenant's departure.

At the hearing, the landlord provided undisputed testimony that the faucet, rack and floor were significantly damaged during the tenancy. Specifically, the floor had “deep gouges” and the bathroom wrack was described as being “totally ripped off the wall” and the faucet was said to be in pieces. The landlord said these gouges went beyond normal wear and tear. Further, the landlord said professional cleaning was required in the suite following the tenant’s departure due to strong presence of a smoke smell in the unit. The landlord included invoices for all costs associated with her alleged loss.

### Analysis

Section 7 of the *Act* explains, “If a tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying tenant must compensate the other for damage or loss that results.”

Based on the undisputed testimony presented at the hearing and after having reviewed the evidence submitted by the landlord, I find the landlord was successful in her application. The landlord was able to demonstrate loss under section 67 of the *Act* (damage) which was the result of the tenant’s actions. I accept the landlord’s testimony that professional cleaning was required in the unit following the tenant’s departure due to the presence of a smoke smell and I find the invoices presented in evidence support the landlord’s explanation of the damage. I grant the landlord the entirety of her \$600.00 claim.

Using the offsetting provisions contained in section 72 of the *Act*, the landlord is entitled to retain the tenant’s security deposit in full satisfaction against the monetary award issued.

### Conclusion

The tenant is ordered to surrender her security deposit in its entirety. The landlord may retain the \$600.00 deposit in full satisfaction for the monetary award granted.

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: February 12, 2021

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Residential Tenancy Branch