



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VANCOUVER NATIVE HOUSING
SOCIETY and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDL-S, MNDCL-S, FFL

Introduction

On November 12, 2020, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting a Monetary Order for damages and compensation, and to recover the cost of the filing fee. The matter was set for a participatory hearing via conference call.

The Landlord, the Tenant and the Tenant’s advocate attended the hearing and provided affirmed testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me. The Tenant acknowledged that she did not submit any written or documentary evidence for this hearing.

Issues to be Decided

Should the Landlord receive a Monetary Order for damages, in accordance with section 67 of the Act?

Should the Landlord receive a Monetary Order for compensation, in accordance with section 67 of the Act?

Should the Landlord be authorized to apply the security deposit to the monetary claims, in accordance with section 72 of the Act?

Should the Landlord be compensated for the cost of the filing fee, in accordance with section 72 of the Act?

Background and Evidence

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.

Both parties agreed to the following terms of the tenancy:

The month-to-month tenancy began on July 1, 2003. The rent was \$510.00 and due on the first of each month. The Landlord collected and still holds a security deposit in the amount of \$500.00 and a pet damage deposit in the amount of \$150.00. Although the tenancy was supposed to end on October 31, 2020, arrangements were made for the Tenant to occupy the rental unit until November 3, 2020 to complete moving out and cleaning.

The Landlord submitted both move-in and move-out inspection reports. The move-in report indicated that the rental unit was mostly in excellent condition with some notes to acknowledge slight damage including snags in drapes, small scratches on the kitchen floor, chips in the bathroom sinks and a crack around the toilet. The move-in condition report was signed by the Tenant and the Landlord.

The Landlord testified that she met with the Tenant on November 3, 2020 to complete the move-out inspection; however, the rental unit had not been cleaned and had sustained significant damage. The parties began to argue about the condition of the rental unit and the Tenant left, stating that she wasn't coming back.

The Landlord testified about and noted the following on the move-out condition report:

- Strong smell of cat urine in the living room and bedroom #2
- Nothing had been cleaned
- A variety of the Tenant's property had been left behind
- Broken and missing bifold doors throughout the unit
- Electrical outlet covers missing
- Deep cuts in the kitchen countertop
- 4 cabinet doors broken
- Soap dish in tub surround broken resulting in leaking and damaged tiles around bathtub
- Broken window in bathroom
- Window coverings (blinds and drapes) missing

The Landlord submitted approximately 75 photos to document the condition of the rental unit. Photos indicated that the rental unit had not been cleaned, showed holes in doors, personal items still in the unit, and that appliances required deep cleaning.

The Landlord provided receipts and stated that they incurred the following costs to re-establish the condition of the rental unit for occupancy:

Item	Amount
Cleaning – 20 hours	\$500.00
Disposal of items left behind	393.75
Window/glass replacement	479.29
Replacement closet doors and interior doors	1,850.12
Window coverings	192.97
Total claim for damages to rental unit	\$3,416.13

The Landlord stated that they are not claiming the costs for the painting of the rental unit, the repair to the tub surround or the replacement of the flooring.

The Landlord testified that they authorized the Tenant to occupy the rental unit for an extra 3 days, November 1-3, 2020, to provide time for her to complete her move and clean the rental unit. The Landlord stated that the Tenant failed to move completely or to clean the unit; therefore, is claiming for three days of overholding against the Tenant, in the amount of \$138.50.

The Tenant testified that there had been significant wear and tear over the 17 years of the tenancy and that the drapes and blinds had become stained and broken; so, they were eventually removed over the time of the tenancy.

The Tenant stated that the window was broken from the outside sometime last year and that it was not her responsibility for the break.

The Tenant said that she and the Landlord began to argue during the move-out inspection and that she left the unit without signing the move-out inspection report.

Analysis

Residential Tenancy Policy Guideline 16 outlines the test to be applied in compensation claims and states:

It is up to the party who is claiming compensation to provide evidence to establish that compensation is due. In order to determine whether compensation is due, the arbitrator may determine whether:

- a party to the tenancy agreement has failed to comply with the Act, regulation or tenancy agreement;
- loss or damage has resulted from this non-compliance;
- the party who suffered the damage or loss can prove the amount of or value of the damage or loss; and
- the party who suffered the damage or loss has acted reasonably to minimize that damage or loss.

In this case, the Landlord must prove that the Tenant has failed to comply with the Act, that damage has resulted from this non-compliance and then prove the amount of the damage or loss.

Section 32 of the Act sets out the responsibility of a tenant to maintain reasonable health, cleanliness and sanitary standards throughout the rental unit. A tenant must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

Section 37 of the Act states that when the Tenant vacates the rental unit, the Tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear.

I accept the evidence of the Landlord that the rental unit required cleaning, that the Tenant left things behind that required removal, and that many, if not all, of the bifold doors and interior doors of the rental unit were damaged and required replacing. I find that the Tenant failed to clean the rental unit and failed to repair the damage that was beyond reasonable wear and tear, contrary to Section 37 of the Act. I find the Landlord provided testimony, photos and receipts for the costs to repair the damages and, in this case, was not responsible for the mitigation of these losses.

As such, I find that the Landlord has established a monetary claim for compensation for cleaning of the rental unit, disposal of the Tenant's items that were left behind, and for the replacement of the interior doors of the rental unit.

I do not award compensation for the broken window as I find the Landlord failed to provide sufficient evidence that the Tenant was responsible for the broken window. Specifically, that the Landlord was unable to demonstrate that the damage to the broken window was as a result of the Tenant's breach of the Act. I dismiss this part of the Landlord's claim.

I do not award compensation for the replacement of the window coverings as I find that the original window coverings would have exhausted their useful life over the seventeen years of the tenancy. I dismiss this part of the Landlord's claim.

I do not award compensation for the Tenant overholding for three days in November 2020. Based on the parties' testimony, I find that an oral arrangement was made between the Tenant and the Landlord for the Tenant to occupy the rental unit to provide her further time to move-out and clean the unit. Although it was evident that the cleaning was not complete, the Landlord failed to provide sufficient evidence that the Tenant did not use that time to continue the process of moving out. I dismiss this part of the Landlord's claim.

I find that the Landlord's Application has merit and that the Landlord is entitled to recover the cost of the filing fee for this Application for Dispute Resolution, in the amount of \$100.00, pursuant to section 72 of the Act.

I issue a Monetary Order in the Landlord's favour under the following terms, which allows the Landlord compensation for damages, losses and the filing fee for this Application. Pursuant to section 72(2) of the Act, I authorize the Landlord to keep the Tenant's security and pet damage deposit in partial satisfaction of the monetary claim.

Item	Amount
Cleaning – 20 hours	\$500.00
Disposal of items left behind	393.75
Replacement closet doors and interior doors	1,850.12
Less the security deposit	-500.00
Less the pet damage deposit	-150.00
Total Monetary Order	\$2,093.87

Conclusion

Pursuant to Section 67 of the Act, I grant the Landlord a Monetary Order for \$2,093.87. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims 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: March 04, 2021

Residential Tenancy Branch