



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDL-S

### Introduction

This hearing dealt with the Landlords' Application for Dispute Resolution, made on December 22, 2020 (the "Application"). The Landlords applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage or loss; and
- an order to retain the security deposit.

The hearing was scheduled for 1:30pm on April 30, 2021 as a teleconference hearing. The Landlord B.S. attended the hearing at the appointed date and time. No one appeared for the Tenant. The conference call line remained open and was monitored for 11 minutes before the call ended. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the Landlord and I were the only persons who had called into this teleconference.

The Landlord testified the Application and documentary evidence package was served to the Tenant by registered mail to the Tenant's forwarding address on December 30, 2020. A copy of the Canada Post registered mail receipt, pictures of the envelope, as well as a copy of the Tenant's forwarding address was provided in support. The Landlord stated that he also managed to serve the Tenant in person on December 31, 2020. The Landlord provided a picture of the Tenant receiving the above-mentioned documents in support.

Based on the oral and written submissions of the Applicants, and in accordance with sections 89 and 90 of the *Act*, I find that the Tenant is deemed to have been served with the Application and documentary evidence on December 31, 2020 when she was

served in person, as well as, on January 4, 2021 by Registered Mail. The Tenant did not submit documentary evidence in response to the Application.

The Landlord was provided with a full 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 and to which I was referred. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

1. Are the Landlords entitled to a monetary order for damage to the rental unit, pursuant to Section 67 of the *Act*?
2. Are the Landlords entitled to retaining the security deposit, pursuant to Section 38, and 72 of the *Act*?

### Background and Evidence

The Landlord stated that tenancy began on January 1, 2018. During the tenancy, the Tenant was required to pay rent in the amount of \$1,450.00 to the Landlord on the first day of each month. The Tenant paid a security deposit in the amount of \$750.00 which the Landlord continues to hold. The Landlord stated that the Tenant vacated the rental unit on November 13, 2020 and provided the Landlord with her forwarding address on December 14, 2020 in form of a text message.

The Landlords are claiming \$750.00 in relation to repairs and cleaning which was required in the rental unit at the end of the tenancy. The Landlord provided a preponderance of evidence to demonstrate the condition of the rental unit at the start of the tenancy, compared to the condition of the rental unit at the end of the tenancy.

The Landlord stated that he has spent almost 500 hours repairing the rental unit, such as drywall, flooring, painting, and cleaning. The Landlord stated that at this point he is only seeking to retain the Tenant's security deposit to cover the damages, even though there are many other claims for damage and loss which the Landlord has not yet applied for.

### Analysis

Based on the oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 67 of the *Act* empowers me to order one party to pay compensation to the other if damage or loss results from a party not complying with the *Act*, regulations or a tenancy agreement.

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided for in sections 7 and 67 of the *Act*. An applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and
4. That the party making the application did what was reasonable to minimize the damage or loss.

In this case, the burden of proof is on the Landlords to prove the existence of the damage or loss, and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the Tenant. 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 Landlords did what was reasonable to minimize the damage or losses that were incurred.

According to the Residential Tenancy Policy Guideline 1; The tenant must maintain "reasonable health, cleanliness and sanitary standards" throughout the rental unit or site, and property or park. The tenant is generally responsible for paying cleaning costs where the property is left at the end of the tenancy in a condition that does not comply with that standard. The tenant is also 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. The tenant is not responsible for reasonable wear and tear to the rental unit or site (the premises), or for cleaning to bring the premises to a higher standard than that set out in the *Residential Tenancy Act*.

I accept the Landlord's undisputed evidence and testimony which demonstrates that the Tenant caused significant damage to the rental unit during the tenancy. I find that the cost associated with repairing the rental unit to resemble the condition of the rental unit at the start of the tenancy, would require a great deal of work. I find that the Landlord has demonstrated an entitlement to retaining the Tenant's security deposit in the amount of **\$750.00** in to reimburse the Landlord for the expenses incurred thus far to repair and clean the rental unit.

### Conclusion

The Landlords are entitled to retaining the Tenant's security deposit in the amount of \$750.00.

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: April 30, 2021

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Residential Tenancy Branch