



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNRL-S, MNDL-S

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for damage to the unit - Section 67; and
3. An Order to retain the security deposit - Section 38.

The Tenants did not attend the hearing. I accept the Landlord’s evidence that each Tenant was served with the application for dispute resolution, notice of hearing and evidence (the “Hearing Package”) by registered mail on April 1, 2021 in accordance with Section 89 of the Act. Section 90 of the Act provides that a document served in accordance with section 89 of the Act is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail I find that the Tenants are deemed to have received the Hearing Package on April 6, 2021. The Landlord served additional evidence to the Tenants on August 5, 2021. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to retain the security deposit?

Background and Evidence

The tenancy started on August 1, 2019 and ended on August 15, 2020. Rent of \$2,700.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$1,350.00 as a security deposit. The Parties mutually conducted a move-in inspection with a completed report copied to the Tenant. On July 4, 2020 the Tenant gave notice to end the tenancy for August 15, 2020 and moved out on that date. The Landlord made more than three offers for a move-out inspection however the Tenants did not respond. The Landlord did not complete a move-out inspection. In an email dated September 1, 2020 the Tenants provided their forwarding address and authorized the Landlord to retain the security deposit.

The Tenants owed rental arrears of \$700.00 for May 2020 and failed to pay rent for July and August 2020. The Landlord claims \$6,100.00. The unit was not re-rented and remained vacant until the owners moved in during February 2021.

The Tenant left some areas in the kitchen and bathroom requiring recleaning. The Landlord claims the costs of \$137.50. The Landlord provides no photos or condition inspection report to support this claim.

The Tenants left nearly all the walls in the unit with patch marks and scuffs that could not be washed off. The garage walls were also left with scuffs and marks that could not be removed and appeared to have been made by balls or objects bounced on the walls. The Landlord claims \$207.15 and \$37.13 as paint supply costs and \$1,592.50 as labour costs. The Landlord provides an invoice and photos.

The Tenants failed to clean the carpets and the Landlord claims the cleaning costs of \$262.50. The Landlord provides an invoice and photos.

The Tenants left a windowpane broken. The unit was new and had never been occupied until this tenancy. The Landlord claims \$624.37 as the cost to replace the

pane and provides an invoice dated December 21, 2020. The Landlord provides photos.

### Analysis

Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement whether or not the landlord complies with this Act, the regulations or the tenancy agreement. Based on the Landlord's undisputed evidence of unpaid rent I find that the Landlord has substantiated their claim for **\$6,100.00**.

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Given the lack of a move-out condition report or photos of an unclean unit and as the Landlord's evidence indicates that some cleaning was done, I find that the Landlord has not provided sufficient evidence to substantiate that the cleaning costs arose as a result of the Tenant not leaving the unit reasonably clean. I dismiss the claim for cleaning costs.

Given the photos of the carpet I find that the Tenants failed to leave the carpets reasonably clean. Given the Landlord's invoice for the costs claimed I find that the Landlord has substantiated an entitlement to **\$262.50**. Given the photos of the window I find that the Landlord has substantiated that the Tenants left the window damaged. Given the Landlord's receipt for the repair costs I find that the Landlord has substantiated an entitlement of **\$624.37**.

Policy Guideline #40 provides that the useful life of interior paint is 4 years. Based on the Landlord's undisputed evidence of paint damage along with the photos I find that the Landlord has substantiated that the Tenants left the wall paint damaged beyond reasonable wear and tear. Given the Landlord's evidence that the unit was new at the

outset of the tenancy and the undisputed evidence of the length of the tenancy I find that the Landlord has substantiated a loss of 3 years useful life of the paint. Given the invoice for costs I find that the Landlord has therefore substantiated  $\frac{3}{4}$  of the costs claimed for painting the unit. As the Landlord has claimed a total of \$1,836.78 for the labour and supplies, I calculate the Landlord's entitlement to be **\$1,377.59**.

Deducting the security deposit plus zero interest of **\$1,350.00** from the Landlord's total entitlement of **\$8,364.46** leaves **\$7,014.46** owed to the Landlord.

### Conclusion

**I order** that the Landlord retain the **deposit** and interest of **\$1,350.00** in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$7,014.46**. If necessary, this order may be filed in the 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 Act.

Dated: August 30, 2021

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Residential Tenancy Branch