



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDCL-S, FFL

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss, to keep all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that on April 22, 2021 the Dispute Resolution Package was sent to the Tenant, via email. The Tenant acknowledged receipt of these documents and the evidence was accepted as evidence for these proceedings.

In April of 2021 the Landlord submitted evidence to the Residential Tenancy Branch. The Landlord stated that this evidence was served to the Tenant, via email, on April 22, 2021. The Tenant acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

On October 08, 2021 the Tenant submitted evidence to the Residential Tenancy Branch. The Tenant stated that this evidence was served to the Landlord, via email, on October 08, 2021. This evidence was not served to the Landlord in accordance with the timelines established by the Residential Tenancy Branch Rules of Procedure. The Landlord was advised that I would grant an adjournment if he required more time to consider the Tenant's evidence and he replied that he has had sufficient time to consider the evidence. As the Landlord has had sufficient time to consider the evidence, it was accepted as evidence for these proceedings.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. Each participant affirmed they would not record any portion of these proceedings.

Issue(s) to be Decided

Is the Landlord entitled to compensation for damage to the rental unit and to keep all or part of the security deposit?

Background and Evidence

The Landlord and the Tenant agree that:

- the tenancy began in 2019;
- the rental unit was vacated on April 03, 2021;
- the Tenant paid a security deposit of \$750.00;
- a condition inspection report was not completed at the beginning of the tenancy;
- the Landlord did not schedule a time to complete a condition inspection report at the beginning of the tenancy; and
- a condition inspection report was completed on April 03, 2021.

The Landlord is seeking compensation, in the amount of \$367.50, for cleaning the rental unit. The Landlord submitted photographs, which the Agent for the Landlord stated were taken on April 03, 2021, which show the rental unit required cleaning. The Tenant agreed that many of the photographs demonstrate that the rental unit required additional cleaning at the end of the tenancy.

The Landlord submitted an invoice to show that the Landlord was charged \$367.50 to clean the rental unit.

The Landlord is seeking compensation, in the amount of \$210.00, for treating a mouse infestation in the rental unit. The Landlord and the Tenant agree that there was a mouse infestation in the rental unit and in a suite in the lower part of the residential complex, which was being occupied under a separate tenancy.

The Landlord submitted a copy of an inspection report, in which the inspector reports that he was unable to find points of entry for the mouse. This caused the inspector to conclude that mice had likely entered the rental unit as a result of doors being left open for prolonged periods of time.

The Landlord agreed that it is possible the mice were able to enter the residential complex because the occupant of the lower suite left doors open for prolonged periods of time.

The Landlord is seeking compensation, in the amount of \$100.00, because the Tenant remained in the rental unit on April 01, 2021 and April 02, 2021, although she was supposed to vacate the unit on March 31, 2021. The Tenant agreed that the Landlord is entitled to per diem rent of \$100.00 for April 01, 2021 and April 02, 2021.

Analysis

When making a claim for damages under a tenancy agreement or the *Act*, the party making the claim has the burden of proving their claim. Proving a claim in damages includes establishing that damage or loss occurred; establishing that the damage or loss was the result of a breach of the tenancy agreement or *Act*; establishing the amount of the loss or damage; and establishing that the party claiming damages took reasonable steps to mitigate their loss.

I find that the Tenant failed to comply with section 37(2) of the *Act* when the Tenant failed to leave the rental unit in reasonably clean condition at the end of the tenancy. In reaching this conclusion I was heavily influenced by photographs that show some areas of the rental unit required additional cleaning. I therefore find that the Landlord is entitled to compensation for the cost of cleaning the rental unit, which was \$367.50.

I find that the Landlord has submitted insufficient evidence to establish that the Tenant directly contributed to a mouse infestation by leaving exterior doors open for a prolonged period of time. In reaching this conclusion I was heavily influenced by the fact there are two suites in this residential complex and it is entirely possible the mice were able to access the residential complex because of exterior doors being left open by the occupant of the lower suite.

As the Landlord has submitted insufficient evidence to establish that the Tenant directly contributed to a mouse infestation, I dismiss the Landlord's application to recover costs of treating the infestation.

As the Tenant agreed that the Landlord is entitled to per diem rent of \$100.00 for April 01, 2021 and April 02, 2021, I grant the Landlord's claim of \$100.00.

I find that the Landlord's Application for Dispute Resolution has merit and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of \$567.50, which includes \$367.50 for cleaning, \$100.00 in per diem rent, and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to retain this amount from the Tenant's security deposit of \$750.00 in full satisfaction of this monetary claim.

As the Landlord has not established the right to retain the remaining \$182.50 of the Tenant's security deposit, I find that he must return this amount to the Tenant. I therefore grant the Tenant a monetary Order for \$182.50. In the event the Landlord does not voluntarily comply with this Order, it may be served on the Landlord, 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 *Act*.

Dated: October 14, 2021

Residential Tenancy Branch