



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Pacfica Housing Advisory Association and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDL-S, FFL

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent and one of the tenants.

Neither party identified any issues related to the service of hearing documents.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for compensation for damage to and cleaning of the rental unit; for all or part of the security deposit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The landlord submitted into evidence a copy of a tenancy agreement signed by the parties on June 21, 2019 for a month-to-month tenancy beginning on May 1, 2019 for a monthly rent of \$989.00 due on the 1<sup>st</sup> of each month with a security deposit of \$494.50 paid. The landlord wrote on their Application for Dispute Resolution that the tenancy ended on June 30, 2021.

The landlord submitted into evidence a Monetary Order Worksheet indicating they seek compensation in the amount of \$430.00 for the cost of cleaning, drywall damage, cupboard damage, a broken refrigerator door, removing items left behind and keys for mailbox and garage access.

In support of their Application that landlord has submitted photographic evidence as well as copies of a move in Condition Inspection Report (dated April 25, 2019) and a move out Condition Inspection Report (dated July 8, 2021).

The landlord submitted the move out inspection was originally scheduled for June 28, 2021 at 10:00 a.m. That when they attended the unit at the time, they determined that the tenants had vacated the rental unit.

The landlord submitted into evidence a copy of a Notice of Final Opportunity to Schedule a Condition Inspection outlining the next scheduled inspection date of July 8, 2021 at 9:30 a.m. The landlord testified that they posted this Notice of Final Opportunity to the door of the rental unit.

At the end of the tenancy the landlord continued to hold a security deposit of \$494.50 plus a key/fob deposit of \$50.00 for a total of \$544.50 in deposits. The landlord claims the following compensation:

Description	Amount
Cleaning	\$80.00
Damage Repairs	\$195.00
Key Replacement	\$80.00
Remote Control replacement	\$50.00
Hauling garbage	\$25.00
<b>Total</b>	<b>\$430.00</b>

In support of this claim the landlord submitted a copy of a move in and a move out Condition Inspection Report recording the condition of the rental unit at both the start and end of the tenancy. As well, the landlord has submitted several photographs of the condition at the end of the tenancy.

The tenant explained that on the last day of the tenancy they had to leave quickly as they were trying to ensure that they made their ferry but that when they left they had put the rental unit keys in the mailbox and had cleaned the unit as much as they could and to the best of their ability.

### Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

Section 37 of the *Act* stipulates that when a tenant vacates a rental unit, the tenant must:

- a) Leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and
- b) Give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

Based on the landlord's documentary evidence and testimony, I am satisfied that the tenants had failed to comply with the requirements set forth in Section 37 of the *Act*. Specifically, I find the landlord has established the tenants had failed to leave the rental unit reasonably clean and undamaged at the end of the tenancy and the tenants failed to return all means of access to the rental unit.

I am not persuaded by the tenant's testimony, in that, regardless of the tenants' moving plans they still had an obligation to ensure the rental unit was clean and undamaged and return all keys to the landlord and not just leave them in the mailbox.

While I have found that the landlord has established the tenant failed to comply with Section 37, I am not satisfied that the landlord has supported their claim to establish the value of their loss. Specifically, I find that the landlord has failed to establish the cost of replacement keys and/or remote controls. As such, I dismiss the landlord's claims totalling \$130.00 for those items, without leave to reapply.

In regard to the cleaning and hauling, I am satisfied by the landlord submissions that 2 hours of additional cleaning was required at a reasonable rate of \$40.00 hour and the cost of hauling garbage at \$25.00 is also reasonable.

As the landlord has provided no evidence of the cost to repair the damage to the items like the fridge door handle; scratches on the paint and damages to the bannisters, I find the landlord has failed to establish these costs, however I award the landlord a nominal amount of \$100.00 for these repairs.

### Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$255.00** comprised of \$80.00 cleaning; \$25.00 hauling; \$100.00 repairs; and \$50.00 of the \$100.00 file fee paid by the landlord for this application as they were only partially successful.

I order the landlord may deduct this amount from the security and key deposits held in the amount of \$544.50 in satisfaction of this claim. I grant a monetary order to the tenants in the amount of **\$289.50 for return of the balance of the security deposit**. This order must be served on the landlord. If the landlord fails to comply with this order the tenants may file the order in the Provincial Court (Small Claims) and be 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: January 18, 2022

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Residential Tenancy Branch