



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Royal Lepage Westside and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDL, FFL

### 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 damage to the unit - Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

The Parties were each given full opportunity under oath to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

### Background and Evidence

The following are agreed or undisputed facts: the tenancy under written agreement started on May 1, 2019 and ended on June 30, 2021. The original amount of the security deposit was returned to the Tenant. The Parties mutually conducted a move-in inspection with a completed report copied to the Tenant. No move-out inspection report was completed.

The Landlord states that the move-out inspection was originally scheduled for June 27, 2021, but that upon meeting at the unit the Tenant had not completed cleaning, so the inspection was not conducted. The Landlord states that the Tenant did not clean the

unit and the Landlord made no other offers for an inspection. The Landlord claims \$60.00 as cleaning costs and the Tenant does not dispute this amount.

The Landlord states that the Tenant left a bathroom towel rack and a shelf dislodged from the wall. The Landlord states that the Tenant also placed wall hooks on a bedroom wall during the tenancy and failed to remove them at the end of the tenancy. The Landlord claims \$350.00 as the costs for the repairs to these items. The Landlord provides an estimate for the costs. The Landlord states that the invoice was paid. The Landlord did not provide a copy of a paid invoice.

The Tenant states that there were no damages left to the bathroom and that the Landlord's evidence does not include any photos of the described damage to the bathroom. The Tenant confirms that they did fail to remove the walls hooks in the bedroom. The Tenant states that they do not agree to the costs claimed by the Landlord as the Landlord did not return the security deposit to the Tenant within 15 days.

### Analysis

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. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that costs for the damage or loss have been incurred or established. Given that the Tenant did not dispute the Landlord's claim for cleaning costs I find that the Landlord has substantiated an entitlement to **\$60.00**.

The Tenant's evidence of not having received the security deposit within 15 days is not relevant to the Landlord's claim of damages to the bathroom and bedroom walls. As the Landlord has not provided any supporting evidence of the costs incurred for the repairs,

I find that the Landlord has not sufficiently substantiated that the costs claimed have been incurred. However, given the Tenant's confirmation that at least the hook damage was left I find that the Landlord has substantiated that the Tenant failed to leave that part of the unit undamaged and is therefore entitled to a nominal sum of **\$50.00**. As the Landlord's claims have met with some success, I find that the Landlord is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$210.00**.

### Conclusion

I grant the Landlord an order under Section 67 of the Act for **\$210.00**. 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: February 17, 2022

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Residential Tenancy Branch