



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR MND MNDC MNSD FF

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held, by teleconference, on June 7, 2022. The Landlord applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "Act").

Both parties were present at the hearing and provided affirmed testimony. All parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

The Tenant confirmed receipt of the Landlord's application, evidence, and Notice of Dispute Resolution Proceeding. The Tenant did not submit any documentary evidence.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence submitted in accordance with the rules of procedure and evidence that is relevant to the issues and findings in this matter are described in this Decision.

### Preliminary Matters

The Tenant indicated in the hearing that there is also another Tenant, who is a party to this tenancy agreement, and she was not named on this application. The Tenant took issue with the fact that she is liable for the damages.

I note that the Tenant who was named as the respondent on this application is one of two people (Tenants) who signed the tenancy agreement, which was provided into evidence. These two Tenants who signed the agreement are co-tenants. Co-tenants are

jointly responsible for meeting the terms of the tenancy agreement and have equal rights under the tenancy agreement.

Generally, co-tenants have equal rights under their agreement and are jointly and severally responsible for meeting its terms, unless the tenancy agreement states otherwise. "Jointly and severally" means that all co-tenants are responsible, both as one group and as individuals, for complying with the terms of the tenancy agreement. The Tenant may choose to pursue compensation or equalization through a court of competent jurisdiction should she feel she is owed money by the other Tenant.

#### Issues to be Decided

- Is the Landlord entitled to a monetary order for rent or for damage or loss under the Act?
- Is the Landlord entitled to retain all or a portion of the Tenant's security deposit in partial satisfaction of the monetary order requested?
- Is the Landlord entitled to recover the cost of the filing fee?

#### Background and Evidence

A copy of the tenancy agreement was provided into evidence which shows that the Tenant signed a 2-month fixed term tenancy agreement starting on July 1, 2021, and ending on August 31, 2021. Monthly rent was set at \$1,550.00 per month, and was due on the first of the month. The Landlord collected and still holds a security deposit in the amount of \$775.00.

The Landlord is seeking the following items:

- 1) \$775.00 – ½ of August 2021 rent

The Landlord stated that they only received \$775.00 in rent for August 2021, and \$775.00 remains unpaid, despite the fact the Tenants lived in the rental unit until the end of August.

The Tenant acknowledged that only \$775.00 was paid to the Landlord, but stated that it was the other Tenant who didn't chip in her portion.

- 2) \$735.00 – Door repairs

The Landlord provided a couple of photos to show that the Tenant severely damaged two interior doors (bedroom and bathroom) such that they required replacement. The Landlord provided a copy of an invoice that was paid to replace the doors.

The Tenant acknowledged that one of her guests broke the doors when he was over visiting.

3) \$50.00 – Parking permit pass replacement

The Landlord stated that the Tenant was given a parking pass for the dash of her car, and it was never returned. The Landlord explained that this pass had to be replaced, and the strata directly billed the owner for this item.

The Tenant acknowledged that she did not return the parking pass.

4) \$150.00 – Key Fobs

The Landlord explained that the Tenant was given two key fobs for the front door of the rental complex at move-in, and the key fobs were not returned. The Landlord explained that they had to pay this amount for the strata to re-issue the 2 fobs.

The Tenant acknowledged that she did not return the fobs.

5) \$252.00 – Cleaning costs

The Landlord stated that the Tenants left the unit dirty and damages, with many marks on the walls, dirty floors, and dirty appliances. The Landlord provided a copy of the invoice paid to clean the unit

The Tenant stated that the rental unit was not clean when they moved in, and they left it in the exact same state as when they arrived.

The Landlord acknowledged that the unit was not cleaned before the Tenant moved in, but stated that they did this to accommodate the Tenant because she wanted to move in early.

### Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim.

In this instance, the burden of proof is on the Landlord to prove the existence of the damage/loss and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the Tenants. 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 Landlord did everything possible to minimize the damage or losses that were incurred.

With respect to the first 4 items above, I note these amounts and items are not in dispute and the Tenant acknowledged them. I find the Tenant is liable for the first 4 items, totalling \$1,710.00.

Next, I turn to the cleaning fees, in the amount of \$252.00. I note there is a condition inspection report provided into evidence, and there were some issues noted at the end of the tenancy with respect to cleaning. However, I also note there were issues noted on the move-in portion of the condition inspection report at the start of the tenancy. It is unclear how much of the cleanliness issues were a direct result of the Tenant's conduct, and what was pre-existing debris and dirt, given the parties both acknowledge the unit was not clean at the start of the tenancy. Ultimately, I am not satisfied that the Landlord has sufficiently demonstrated that the Tenant is liable for this item. This item is dismissed, in full.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlord was substantially successful with this application, I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution. Also, I authorize the Landlord to retain the security deposit to offset the other money owed.

In summary, I find the Landlord is entitled to the following monetary order:

<b>Item</b>	<b>Amount</b>
Total for items above	\$1,710.00
PLUS: Filing Fee	\$100.00
Subtotal:	\$1,810.00
LESS: Security and Pet Deposit	\$775.00

<b>Total Amount</b>	<b>\$1,035.00</b>
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Conclusion

The Landlord is granted a monetary order in the amount of **\$1,035.00**, as specified above. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord 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: June 8, 2022

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Residential Tenancy Branch