



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, MNDL-S, FFL

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a Monetary Order for unpaid rent, pursuant to sections 26 and 67;
- a Monetary Order for damage, pursuant to section 67;
- authorization to retain the tenant's security deposit, pursuant to section 38; and
- authorization to recover the filing fee from the tenant, pursuant to section 72.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 1:42 p.m. in order to enable the tenant to call into this teleconference hearing scheduled for 1:30 p.m. The landlord's agents L.W. and A.B. attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord's agents and I were the only ones who had called into this teleconference.

Agent L.W. confirmed the landlord's email address for service of this decision and order.

In a Substituted Service Decision dated December 20, 2021 the landlord was granted permission to serve the tenant via email. Agent L.W. testified that the tenant was served with the landlord's application for dispute resolution and evidence via email on December 29, 2021. The serving email was entered into evidence.

I note that the email the landlord was granted permission to serve the tenant at was the same email address the December 29, 2021 email was addressed to. I find that the landlord's application for dispute resolution and evidence were served in accordance with the service method set out in the Substituted Service decision.

The landlord was required to serve their application for dispute resolution by December 23, 2021; however, this was not done until December 29, 2021. I find that while the landlord's application for dispute resolution was served a few days late, the late service did not prejudice the tenant because the tenant still had months to prepare for this hearing. As the tenant was not prejudiced, this hearing proceeded on its merits.

Agent L.W. testified that additional evidence was emailed to the tenant on June 30, 2022. The serving email was entered into evidence. I note that the email the landlord was granted permission to serve the tenant at was the same email address the June 30, 2022 email was addressed to. I find that the tenant was deemed served with the landlord's additional evidence on July 3, 2022, in accordance with section 90 of the *Act*.

Section 3.14 of the Residential Tenancy Branch Rules of Procedure (the "*Rules*") states that the applicant's evidence must be received by the respondent and the Residential Tenancy Branch not less than 14 days before the hearing.

I find that the landlord's additional evidence was deemed received by the tenant 10 clear days before the hearing, contrary to section 3.14 of the *Rules*, which requires 14 clear days. The landlord's additional evidence is therefore excluded from consideration as the tenant was prejudiced by the late delivery of evidence and was not afforded the required time to review and respond to it.

Issues to be Decided

1. Is the landlord entitled to a Monetary Order for unpaid rent, pursuant to sections 26 and 67 of the *Act*?
2. Is the landlord entitled to a Monetary Order for damage, pursuant to section 67 of the *Act*?
3. Is the landlord entitled to retain the tenant's security deposit, pursuant to section 38 of the *Act*?
4. Is the landlord entitled to recover the filing fee from the tenant, pursuant to section 72 of the *Act*?

Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of the agents, not all details of their respective submissions and arguments are reproduced

here. The relevant and important aspects of the landlord's claims and my findings are set out below.

Agent L.W. provided the following undisputed testimony. This tenancy began on June 1, 2019 and ended on September 30, 2021. Monthly rent in the amount of \$1,037.50 was payable on the first day of each month. A security deposit of \$518.75 was paid by the tenant to the landlord. A written tenancy agreement was signed by both parties and a copy was submitted for this application.

Agent L.W. testified that an agent of the landlord who no longer works for the landlord completed a move in condition inspection report with the tenant on May 31, 2019. The move in condition inspection report was not entered into evidence. Agent L.W. testified that the move in condition inspection report was not on the file and so could not be entered into evidence. Agent L.W. testified that she knows that the move in condition inspection report was completed because the previous agent informed her of same.

Agent L.W. testified that she spoke with the tenant on the phone, and he agreed that the landlord could complete the move out condition inspection without him. Agent L.W. testified that the landlord or an agent of the landlord did not provide the tenant with a written request to complete the move out condition inspection and report. Agent L.W. testified that the tenant did not provide a forwarding address after he moved out.

Agent L.W. entered into evidence a move out condition inspection report digitally signed by the tenant. Agent L.W. testified that the inspection occurred on October 4, 2021 without the tenant and that it was sent to the tenant for digital signing after the inspection was completed.

Agent L.W. testified that on October 21, 2021, the tenant signed the move out condition inspection report and returned it to the landlord. The move out condition inspection report states that the tenant digitally signed the move out condition inspection report on October 26, 2021.

The agents testified that the following damages arose from this tenancy:

Issue	Amount
Unpaid rent and NSF fee	\$1,102.50
Cleaning	\$682.50
Carpet cleaning	\$236.25

Replace Key	\$236.25
Replace Fob	\$100.00
Replace space heater	\$80.94
Paint walls	\$813.75
Paint floors	\$682.50
Replace 2 baseboards	\$105.00
Replace burnt out lightbulbs	\$194.25
Replace light switches	\$73.50
Replace blind	\$147.00
Repair cabinet drawer	\$110.25
Total	\$4,564.69

Unpaid rent and NSF fee

Agent L.W. testified that the tenant's September 2021's rent totalling \$1,037.50 was returned NSF. The agent testified that the landlord is seeking September 2021's rent and a \$65.00 NSF charge.

Section 12 of the Tenancy Agreement states:

By law and as required by this Agreement, the tenant must pay rent in full on or before the date it is due. The tenant may be charged an administration fee of up to \$25.00 for late payment of all or a portion of the rent, returned or NSF cheques, plus any service fees charged to the landlord by a financial institution.

The agents entered into evidence a statement of account which states that the tenant's pre-authorized debit for September 2021's rent was reversed and an NSF charge of \$65.00 was levied.

Cleaning and carpet cleaning

Agent L.W. testified that the tenant did not clean the subject rental property when he moved out and that it required cleaning at the end of this tenancy.

The agents entered into evidence an email from the tenant to agent L.W. dated September 30, 2021 which states:

Hi [agent L.W.] I'm out. Your gonna need to get someone in there to clean rugs , and someone with a machine to do the floors , buffer the floors and maybe the walls . [Tenant]

The move out condition inspection report contains photographs showing that the subject rental property was not cleaned at the end of the tenancy. The move out condition inspection report states that the following areas are dirty:

- Entry ceiling fan, walls, doors and flooring,
- Living room walls, windows, and flooring,
- Dining room walls and flooring
- Kitchen walls, cabinets, flooring, hood fan, stove/oven, refrigerator, oven, walls and floor,
- Bedroom walls and flooring,
- Bathroom 1 doors, toilet and exhaust fan,
- Laundry doors,
- Bathroom 2 walls, flooring, toilet, exhaust fan and cabinets

Agent L.W. testified that the cleaner charged \$682.50 but did not provide the landlord with an invoice. No invoice was entered into evidence. The statement of account records a cleaning fee of \$682.50. No other documentary evidence pertaining to the cleaning charge was accepted for consideration.

Agent L.W. testified that the tenant did not clean the carpets at the end of the tenancy. The move out condition inspection report included photographs of dirty carpets. The agents entered into evidence a carpet cleaning receipt in the amount of \$236.25 which states "steam clean heavily soiled carpets upstairs, treat very heavy paint staining". Agent L.W. testified that the tenant worked with paint and left it splattered all over the floors and walls.

Replace keys and fobs

Agent L.W. testified that the tenant lost one set of keys including a fob. Agent L.W. testified that the subject rental property is on the ground floor and for security reasons, the property had to be re-keyed since the tenant lost the keys. Agent L.W. testified that a new fob had to be ordered.

The agents entered into evidence an email from agent L.W. dated October 1, 2021 which states in part:

I just picked up the keys at concierge but there's only one set of which should be 2 sets when you moved in. Would you be able to return the other set as well? I haven't gone into the unit for inspection yet, the move out report will only be sent to you afterwards.

The agents entered into evidence the tenant's responding email dated October 1, 2021 which states:

Lost the other set. Sorry.

The agents entered into evidence an invoice for re-keying in the amount of \$236.25. The agents entered into evidence an invoice for a fob replacement totalling \$100.00.

Replace space heater

Agent L.W. testified that the landlord purchased the tenant a space heater to use during the tenancy and that at the end of the tenancy, the tenant did not leave the space heater for the landlord. A receipt for the space heater the landlord purchased for the tenant dated January 14, 2021 was entered into evidence and states that the heater cost \$80.94 plus 12% tax for a total of \$90.66. The statement of account lists a charge for the heater totalling \$80.94. The agents testified that the landlord is seeking \$80.94 for the heater. The agents did not clarify why the landlord is not seeking the tax.

The move out condition inspection report states:

Heaters provided by [the landlord] to tenant before are missing

Paint walls and re-coat floors

Agent L.W. testified that the tenant is a painter and left paint splattered on the walls and floors. Photograph of same were entered into evidence in the move out condition inspection report. Agent L.W. testified that the walls and floors were not splattered with paint at the start of the tenancy.

Agent L.W. testified that the walls were last painted just before the tenant moved in and that the cement floors were last coated when the building was built in 2014. Agent L.W. testified that she did not know when in 2014 the subject rental property was finished being built. The agents testified that the landlord is seeking the cost of painting the walls, totalling \$813.75 and the cost of coating the floors totalling \$682.50. A receipt for the wall painting and floor coating was entered into evidence.

Replace baseboards

Agent L.W. testified that the baseboards were in good condition at the start of the tenancy and two were damaged at the end of the tenancy. Agent L.W. testified that a baseboard in the kitchen was ripped off and a baseboard in the living room was damaged. Agent L.W. testified that the damaged baseboards required replacement. A receipt for \$105.00 was entered into evidence. Agent L.W. testified that the baseboards were original to the building.

Replace burnt out lightbulbs

Agent L.W. testified that the tenant left five burnt out bulbs in the subject rental property at the end of the tenancy and some were in high ceilings making them difficult to replace. Agent L.W. testified that the landlord is seeking \$194.25 for their replacement and installation. A receipt for same was entered into evidence.

The move out condition inspection report states that two light bulbs in the living room were not working, a pot light in the dining room was missing, and a ceiling light in bathroom 2 was not working.

Replace light switches

Agent L.W. testified that the tenant damaged two light switches that required replacement. A receipt for their replacement in the amount of \$105.00 was entered into evidence. Agent L.W. testified that the light switches were new in 2014 and were in good condition at the start of this tenancy.

The move out condition inspection report states that the bathroom light switch is broken. The receipt to replace the light switches states: "Replaced 2 broken light switches in 2nd bathroom".

Replace blinds

Agent L.W. testified that the living room high ceiling blinds were in good condition at the start of this tenancy and required replacement at the end of this tenancy. Agent L.W. testified that the living room blind was completely replaced. A receipt for same was entered into evidence in the amount of \$147.00. The agent testified that the blind was new in 2014.

The move out condition inspection report states that the living room blind roll is broken.

Repair cabinet drawer

Agent L.W. testified that the kitchen cabinet drawers were in good condition at the start of this tenancy and one required repair at the end of this tenancy. The agents entered into evidence a receipt for the above repair in the amount of \$110.25.

The move out condition inspection report states that the kitchen cabinet is damaged.

Analysis

Damages

Section 37(2)(a) of the *Act* states that when tenants vacate a rental unit, the tenants must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

Section 67 of the *Act* states:

Without limiting the general authority in section 62 (3) [*director's authority respecting dispute resolution proceedings*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director

may determine the amount of, and order that party to pay, compensation to the other party.

Policy Guideline 16 states that it is up to the party who is claiming compensation to provide evidence to establish that compensation is due. To be successful in a monetary claim, the applicant must establish all four of the following points:

1. a party to the tenancy agreement has failed to comply with the Act, regulation or tenancy agreement;
2. loss or damage has resulted from this non-compliance;
3. the party who suffered the damage or loss can prove the amount of or value of the damage or loss; and
4. the party who suffered the damage or loss has acted reasonably to minimize that damage or loss.

Failure to prove one of the above points means the claim fails.

Rule 6.6 of the Residential Tenancy Branch Rules of Procedure states that the standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

When one party provides testimony of the events in one way, and the other party provides an equally probable but different explanation of the events, the party making the claim has not met the burden on a balance of probabilities and the claim fails.

Useful life of building elements

Residential Tenancy Guide #40 (PG #40) states:

This guideline is a general guide for determining the useful life of building elements for considering applications for additional rent increases and determining damages which the director has the authority to determine under the Residential Tenancy Act and the Manufactured Home Park Tenancy Act . Useful life is the expected lifetime, or the acceptable period of use, of an item under normal circumstances.

When applied to damage(s) caused by a tenant, the tenant's guests or the tenant's pets, the arbitrator may consider the useful life of a building element and the age of the item. Landlords should provide evidence showing the age of the

item at the time of replacement and the cost of the replacement building item. That evidence may be in the form of work orders, invoices or other documentary evidence. If the arbitrator finds that a landlord makes repairs to a rental unit due to damage caused by the tenant, the arbitrator may consider the age of the item at the time of replacement and the useful life of the item when calculating the tenant's responsibility for the cost or replacement.

I find that when building elements are replaced, a useful life calculation is necessary to determine the loss suffered by the landlord. I find that when items are repaired, a useful life calculation is not required because the repair will not likely increase the useful life of the repaired item but will return it to its pre-damaged state.

PG #40 states:

If a building element does not appear in the table, the useful life will be determined with reference to items with similar characteristics in the table or information published by the manufacturer. Parties to dispute resolution may submit evidence for the useful life of a building element. Evidence may include documentation from the manufacturer for the particular item claimed.

Unpaid rent and NSF fee

Section 26(1) of the *Act* states that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this *Act*. Pursuant to section 26(1) of the *Act* and the tenancy agreement, I find that the tenant was obligated to pay the monthly rent in the amount of \$1,037.50 on the first day of each month.

Based on the undisputed testimony of agent L.W. and the statement of account entered into evidence I find that the tenant did not pay rent in accordance with section 26(1) of the *Act* and owes the landlords \$1,037.50 in unpaid rent for September 2021.

Section 7(1)(d) of the *Residential Tenancy Regulation* (the "*Regulation*") states that a landlord may charge subject to subsection (2), an administration fee of not more than \$25 for the return of a tenant's cheque by a financial institution or for late payment of rent. Section 7(2) of the *Regulation* states that a landlord must not charge the fee described in paragraph (1) (d) or (e) unless the tenancy agreement provides for that fee.

I find that the tenancy agreement provides for a fee of \$25.00 for NSF payments. Based on agent L.W.'s undisputed testimony and the statement of account entered into evidence, I find that the tenant's September 2021 rent payment was returned due to insufficient funds. Pursuant to section 7(1)(d) of the *Regulation* and the tenancy agreement, the landlord is entitled to a \$25.00 fee, not a \$65.00 fee for the NSF payment. I award the landlord \$25.00.

Cleaning and carpet cleaning

Residential Tenancy Policy Guideline #1 states that at the end of the tenancy the tenant will be held responsible for steam cleaning or shampooing the carpets after a tenancy of one year. I find that this tenancy was more than one year and that the tenant was required to steam clean or shampoo the carpets at the end of this tenancy.

Based on agent L.W.'s undisputed testimony, the move out condition inspection report signed by the tenant, the photographs entered into evidence, the carpet cleaning invoice and the tenant's September 30, 2021 email I find that the tenant breached section 37 of the *Act* by failing to clean the subject rental property and the carpets at the end of the tenancy.

I find that the landlord has proved that the failure of the tenant to clean the carpets resulted in a loss in the amount of \$236.25 as evidence by the receipt in that amount entered into evidence. I find that no mitigation issues were identified in the hearing. I award the landlord the cost of carpet cleaning in the amount of \$236.25.

I find that the landlord has proved that the failure of the tenant to clean the subject rental property resulted in a loss in the amount of \$682.50 as evidence by the statement of account. I find that no mitigation issues were identified in the hearing. I award the landlord the cost of cleaning in the amount of \$682.50.

Replace keys and fobs

Section 37(2)(b) of the *Act* states:

(2)When a tenant vacates a rental unit, the tenant must

(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 October 1, 2021 email from the tenant, I find that the tenant lost one set of keys and a fob. Based on agent L.W.'s undisputed testimony and the tenant's October 1, 2021 email, I find that the tenant breached section 37(2)(b) of the *Act* by failing to provide the landlord with all the keys and fobs provided to the tenant at the start of the tenancy.

I find that it was reasonable for the landlord to re-key the subject rental property due to the security risk possessed by the tenant's loss of the keys. I find that the landlord has proved that the failure of the tenant to return all keys and fobs provided at the start of this tenancy resulted in a loss in the amount of \$236.25 for rekeying and a loss in the amount of \$100.00 for the purchase of a new fob as evidenced by the receipts entered into evidence. I find that no mitigation issues were identified in the hearing. I award the landlord the cost of re-keying and the purchase of a new fob in the amount of \$336.25.

Replace space heater

I accept agent L.W.'s undisputed testimony that the landlord provided the tenant with a space heater during the tenancy which the tenant did not return at the end of the tenancy. The agents entered into evidence a receipt for the space heater purchased for the tenant's use dated January 14, 2021. The receipt is for \$80.94 plus 12% tax for a total of \$90.66. I find that the failure of the tenant to return the heater breached section 37 of the *Act* and resulted in loss to the landlord as evidenced by the receipt and statement of account.

The agents did not state why they were not seeking the tax on the heater.

To determine the value of the loss suffered by the landlord, I find that a useful life calculation is required.

PG #40 states that the useful life for heating systems is 15 years (180 months). Therefore, at the time the tenant moved out, there was approximately 171.5 months of useful life that should have been left for the heater. I find that since the heater required

replacement after only approximately 8.5 months, the tenant is required to pay according to the following calculations:

$$\$80.94 \text{ (cost of heater)} / 180 \text{ months (useful life of heater)} = \$0.45 \text{ (monthly cost)}$$

$$\$0.45 \text{ (monthly cost)} * 171.5 \text{ months (expected useful life of heater after tenant moved out)} = \$77.18$$

I find that no mitigation issues were identified in the hearing.

Paint walls and re-coat floors

Based on agent L.W.'s undisputed testimony, the move out condition inspection report signed by the tenant, the photographs attached to the move out condition inspection report, and the September 30, 2021 email from the tenant, I find that the tenant splattered the walls and floor with paint necessitating their repainting/coating.

To determine the value of the loss suffered by the landlord, I find that a useful life calculation is required. I accept the agents' testimony that the walls were painted just before the tenant moved in.

PG #40 states that the useful life for interior paint is four years (48 months). Therefore, at the time the tenant moved out, there was approximately 20 months of useful life that should have been left for the interior wall paint. I find that since the walls required repainting after only 28 months, the tenant is required to pay according to the following calculations:

$$\$813.75 \text{ (cost of painting walls)} / 48 \text{ months (useful life of paint)} = \$16.95 \text{ (monthly cost)}$$

$$\$16.95 \text{ (monthly cost)} * 20 \text{ months (expected useful life of paint after tenant moved out)} = \textbf{\$339.00}$$

PG #40 does not provide a useful life for floor coating and the agents did not present evidence on this point. The closest item with similar characteristics is concrete floor (slab), which has a useful life of 10 years (120 months). I will use the aforementioned useful life as the useful life for re-coating the floors as the floors are made of cement.

I accept the agents' testimony that the floors were last coated in 2014 when the building was built. The agents did not know what month the building was finished, for the purposes of this calculation I will use January of 2014. I find that at the time the tenant moved out there was approximately 27 months of useful life that should have been left for the floor coating. I find that since the floor required recoating after only 93 months, the tenant is required to pay according to the following calculations:

$$\text{\$682.50 (cost of coating floors) / 120 months (useful life of floor coating) = \$5.69 (monthly cost)}$$

$$\text{\$5.69 (monthly cost) * 27 months (expected useful life of floor coating after tenant moved out) = \$153.63}$$

I find that no mitigation issues were identified in the hearing.

Replace baseboards

Based on agent L.W.'s undisputed testimony and the move out condition inspection report signed by the tenant, I find that the tenant damaged two baseboards contrary to section 37 of the Act.

PG #40 does not provide a useful life for baseboards and the agents did not present evidence on this point. The closest item with similar characteristics is panelling under the subheading "Finishes", which has a useful life of 20 years (240 months). I will use the aforementioned useful life as the useful life for baseboards as paneling and baseboards are both finishes usually made of wood.

I accept the agents' testimony that the baseboards were original to the building built in 2014. The agents did not know what month the building was finished, for the purposes of this calculation I will use January of 2014. I find that at the time the tenant moved out there was approximately 147 months of useful life that should have been left for the baseboards. I find that since two baseboards required replacement after only 93 months, the tenant is required to pay according to the following calculations:

$$\text{\$105.00 (cost of replacing baseboards) / 240 months (useful life of baseboards) = \$0.44 (monthly cost)}$$

$$\text{\$0.44 (monthly cost) * 147 months (expected useful life of baseboards after tenant moved out) = \$64.68}$$

I find that no mitigation issues were identified in the hearing.

Replace burnt out lightbulbs

Residential Tenancy Policy Guideline #1 (PG #1) states:

The tenant is responsible for:

- Replacing light bulbs in his or her premises during the tenancy,

Based on the undisputed testimony of agent L.W. and the move out condition inspection report, I find that the tenant did not replace burnt out light bulbs at the end of the tenancy, contrary to PG #1 and section 37 of the *Act*.

I find that the agents have proved that the landlord suffered a loss in the amount of \$194.25 resulting from this breach as evidenced by the receipt for replacing the light bulbs entered into evidence. I find that no mitigation issues were identified in the hearing.

I award the landlord \$194.25 for the replacement of the lightbulbs.

Replace light switches

Based on the undisputed testimony of agent L.W. and the move out condition inspection report, I find that the tenant damages the switches at the subject rental property contrary to section 37 of the *Act*.

PG #40 does not provide a useful life for light switches and the agents did not present evidence on this point. I find that no item in PG #40 is similar in nature to light switches and I am therefore not able to complete a useful life calculation and the landlord has therefore not proved the value of their loss.

Residential Tenancy Policy Guideline 16 states that nominal damages may be awarded where there has been no significant loss or no significant loss has been proven, but it has been proven that there has been an infraction of a legal right.

I find that the landlord has proved that a loss was suffered due to the tenant's infraction of the landlord's right not to have their property damaged, but the value of that loss has not been proved. I award the landlord nominal damages in the amount of \$55.00.

Replace blinds

Based on the undisputed testimony of agent L.W. and the move out condition inspection report, I find that the tenant damaged the living room blinds at the subject rental property contrary to section 37 of the *Act*.

To determine the value of the loss suffered by the landlord, I find that a useful life calculation is required.

I accept the agents' testimony that the blinds were original to the building built in 2014. The agents did not know what month the building was finished, for the purposes of this calculation I will use January of 2014.

PG #40 states that drapes and venetian blinds have a useful life of 10 years (120 months). Therefore, at the time the tenant moved out, there was approximately 27 months of useful life that should have been left for the blinds. I find that since the blinds required replacement after only 93 months, the tenant is required to pay according to the following calculations:

$\$147.00$ (cost of new blinds/installation) / 120 months (useful life of blinds) =
 $\$1.23$ (monthly cost)

$\$1.23$ (monthly cost) * 27 months (expected useful life of blinds after tenant moved out) = **\$33.21**

I find that no mitigation issues were identified in the hearing.

Repair cabinet drawer

Based on the undisputed testimony of agent L.W. and the move out condition inspection report, I find that the tenant damaged the kitchen cabinet drawer at the subject rental property contrary to section 37 of the *Act*. As the drawer was repaired and not replaced, I find that I do not need to complete a useful life calculation.

I find that by way of the receipt for the repair of the drawer, the landlord has proved that a loss in the amount of \$110.25 was suffered due to the tenant's breach of section 37 of the *Act*. The landlord is therefore awarded \$110.25. No mitigation issues have been identified.

Filing fee

As the landlord was successful in their application, I find that they are entitled to recover the \$100.00 filing fee from the tenant, pursuant to section 72 of the *Act*.

Security Deposit and Filing fee

I accept agent L.W.'s undisputed testimony that the tenant has not provided a forwarding address to the landlord.

Pursuant to section 38 of the *Act*, I find that the landlord is not yet required to return the security deposit to the tenant because the tenant has failed to provide the landlord with a forwarding address in writing.

Section 72(2) of the *Act* states that if the director orders a party to a dispute resolution proceeding to pay any amount to the other, the amount may be deducted in the case of payment from a tenant to a landlord, from any security deposit or pet damage deposit due to the tenant. This provision applies even though the landlord's right to claim from the security deposit has been extinguished under sections 24 and 36 of the *Act*.

I find that I do not need to consider the extinguishment provisions of the *Act* at this time because the tenant's forwarding address has not yet been provided and the timeline for the landlord to return the deposit has not yet been triggered.

Pursuant to section 72(2) of the *Act*, I authorize the landlord to retain the tenant's security deposit in the amount of \$518.75.

Conclusion

I issue a Monetary Order to the landlord under the following terms:

Issue	Amount
Unpaid rent and NSF fee	\$1,062.50
Cleaning	\$682.50
Carpet cleaning	\$236.25
Replace Key	\$236.25
Replace Fob	\$100.00
Replace space heater	\$77.18
Paint walls	\$339.00
Paint floors	\$153.63
Replace 2 baseboards	\$64.68
Replace burnt out lightbulbs	\$194.25
Replace light switches	\$55.00
Replace blinds	\$33.21
Repair cabinet drawer	\$110.25
Filing fee	\$100.00
Less security deposit	-\$518.75
Total	\$2,925.95

The landlord is provided with this Order in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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 *Residential Tenancy Act*.

Dated: July 18, 2022

Residential Tenancy Branch