



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BC HOUSING MANAGEMENT
COMMISSION and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, FF

Introduction

This hearing convened to deal with the landlord's application for dispute resolution (application) seeking remedy under the Residential Tenancy Act (Act). The landlord applied on November 24, 2021, for compensation for alleged damage to the rental unit by the tenant and recovery of the cost of the filing fee.

The landlord's agent (landlord) attended the hearing; however, the tenant did not attend.

The landlord stated they served the tenant with their Application for Dispute Resolution, evidence, and Notice of Hearing (application package) by registered mail on December 3, 2021. The landlord said they mailed the application package to the forwarding address provided by the tenant and the tenant signed for the mail. The landlord filed a copy of the registered mail receipt showing the tracking number and the tenant's signature collecting the mail.

I accept the landlord's undisputed evidence and find that the tenant was served the application and notice of this hearing in a manner complying with section 89(1) of the Act and the hearing proceeded in the tenant's absence.

The landlord was provided the opportunity to present their evidence orally and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules). However, not all details of the submissions and/or arguments are reproduced here.

Following is a summary of those submissions and includes only that which is relevant to the matters before me. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation from the tenant and to recover the cost of the filing fee?

Background and Evidence

This tenancy originally began on May 1, 2018, and the landlord testified they believe the tenant vacated around June 3, 2021, without notice from the tenant. Filed in evidence was a copy of the written tenancy agreement.

The landlord's monetary claim is \$3,289.80, comprised of \$142.80 for cleaning and debris removal, \$147 for carpet cleaning, \$2,900 for drywall and paint, and \$100 for a chargeback.

The landlord's additional relevant documentary evidence included, but was not limited to, photographs of the rental unit after the tenancy ended, invoices, the move-in and move-out condition inspection report (Report), and emails from the tenant acknowledging the landlord's claim with a request for a payment plan.

The landlord testified that the tenant left many bags of garbage and did not clean the rental unit at all prior to vacating. The landlord testified that the tenant did not clean the carpet at all and left the carpet damaged. The landlord submitted that although they cleaned the carpet themselves in order to minimize the claim, the damage was too extensive, resulting in the landlord ultimately replacing the carpet.

The landlord submitted that the tenant or occupants damaged the walls to the extent that the walls had to be repaired and then painted. The landlord described that the tenant left jiffy markers on almost every wall, which could not be removed and that a part of the wall were cut out.

The landlord submitted that the tenant owes \$100 as a chargeback, for additional cleaning on the tenant's behalf during the tenancy.

Analysis

Under section 7(1) of the Act, if a landlord or tenant does not comply with the Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other party for damage or loss that results. Section 7(2) also requires that the claiming party do whatever is reasonable to minimize their loss. Under section 67 of the Act, an arbitrator may determine the amount of the damage or loss resulting from that party not complying with the Act, the regulations or a tenancy agreement, and order that party to pay compensation to the other party. The claiming party, the landlord here, has the burden of proof to substantiate their claim on a balance of probabilities.

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

Normal wear and tear does not constitute damage. Normal wear and tear refers to the natural deterioration of an item due to reasonable use and the aging process. A tenant is responsible for damage they may cause by their actions or neglect including actions of their guests or pets.

I find the landlord submitted sufficient documentary and photographic evidence that the tenant failed to clean the rental unit properly and reasonably, or clean at all, leaving many items of personal property, which required the landlord to remove, incurring costs.

I find the landlord submitted sufficient and uncontested evidence to support that the tenant caused damage to the rental unit, in particular the walls and carpet, and that the damage was beyond reasonable wear and tear.

I have reviewed the landlord's receipts and invoices for the amounts claimed. Upon hearing from the landlord and reviewing the photographic evidence, I find the costs claimed to be reasonable, considering the state of the rental unit.

I therefore find the landlord has submitted sufficient evidence to support their claim for cleaning, carpet cleaning, and drywall and painting.

I also find the landlord incurred costs during the tenancy for additional cleaning on the tenant's behalf, in the amount of \$100 for the chargeback.

As the landlord's application was successful, I grant the landlord recovery of their filing fee of \$100.

Due to the above, I find the landlord has established a total monetary claim of **\$3,389.80**, comprised of \$142.80 for cleaning and debris removal, \$147 for carpet cleaning, \$2,900 for drywall and paint, \$100 for a chargeback, and recovery of the filing fee of \$100.

I grant the landlord a monetary order under section 67 of the Act for **\$3,389.80**. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The landlord's application for monetary compensation is granted and they have been awarded a monetary order in the amount of **\$3,389.80**.

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*. Pursuant to section 77(3) of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: July 09, 2022

Residential Tenancy Branch