



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, FFL

Introduction

This hearing dealt with a landlord's application for authorization to make deductions from the tenant's security deposit for damage and cleaning.

The landlord appeared at the hearing; however, there was no appearance by the tenant.

Since the tenant did not appear, I explored service of hearing materials upon the tenant.

The landlord testified he sent the hearing package, and evidence, to the tenant at the tenant's forwarding address, via registered mail on March 18, 2022. The landlord provided the mailing receipt, including tracking number, as proof of service and I was satisfied the tenant was duly served. I admitted the materials sent to the tenant on March 18, 2022.

I noted that the landlord had uploaded additional materials after sending the registered mail. The landlord acknowledged he may not have sent those additional materials to the tenant. As such, I did not admit those additional materials but I permitted the landlord to provide evidence orally during the hearing.

As for the tenant's forwarding address, the landlord pointed out that the tenant had filed a tenant's Application for Dispute Resolution and on April 4, 2022 an Adjudicator determined the landlord was deemed to be in receipt of the tenant's forwarding address on February 27, 2022 (file number referenced on the cover page of this decision). The landlord proceeded to file this Application for Dispute Resolution within 15 days, on March 8, 2022.

The landlord confirmed that he has been holding the security deposit pending the outcome of this decision.

Issue(s) to be Decided

1. Has the landlord established an entitlement to make deductions from the tenant's security deposit? If so, how much is the landlord entitled to deduct?
2. Award of the filing fee.
3. Disposition of the security deposit.

Background and Evidence

The tenancy started on June 1, 2019 and the landlord collected a security deposit of \$1200.00. The monthly rent of \$2400.00 was payable on the first day of every month.

The tenants vacated the rental unit on January 15, 2022 and the parties met at the rental unit on January 16, 2022 to perform the move-out inspection together; however, the landlord did not prepare a move-out inspection report.

The landlord applied for compensation of \$900.00 and broke the claim down as follows in the details of dispute on the Application for Dispute Resolution:

1. Carpet Clean = \$175 (tenant agreed to complete and didn't)
2. Last Utility Bill = \$120 (\$50 pre-paid)
3. Cut/destruction of new wool carpets (need to replace) = \$300
4. Damage to new window frames (dog) = \$100
5. Damage to fridge door (new on move in) deep compressed dimples because of neglect = \$250
6. Replacing fireplace power cords attached to blower requires electrician (dog chewed) = \$100

I note the sum of the amounts appearing above, equals \$1045.00, not \$900.00. I proceeded to explore the individual claims and heard the following:

Carpet cleaning – the carpets were stained after the tenant vacated and the landlord spent \$173.25 to have the carpets cleaned.

Utility bill – the landlord withdrew this claim as the tenant paid the bill.

Carpet – the landlord explained that there were new carpets installed before the tenancy started and there was a large piece of left over carpeting that the landlord kept

for the purposes of patching the carpet if necessary. During the tenancy, the tenant cut up the carpet into pieces which were attached to the basement steps and the remainder was left on the basement floor where it became stained. The landlord obtained a quote of \$365.00 to purchase another piece of carpeting.

Window frames – the window screen frames were damaged by what appears to be the tenant's dog jumping against the windows. The landlord obtained a quote to replace the screens at a cost of \$112.37.

Fridge door – the fridge was new at the start of the tenancy and during the tenancy the fridge door was dented in two places. The landlord obtained a quote to replace the fridge door at a cost \$297.56 for materials only.

Fireplace cord – the fireplace has a fan with an electrical cord. The tenant's dog appears to have chewed on the electrical cord. The landlord has yet to repair the cord but estimates that it will cost approximately \$100.00 to have the cord replaced by an electrician to ensure the fireplace remains certified.

The landlord submitted that he made attempts to communicate with the tenant concerning the damage and carpet cleaning but the tenant stopped responding and the landlord had to file this Application for Dispute Resolution to get consent to make deductions.

Analysis

Upon consideration of everything before me, I provide the following findings and reasons.

Section 32 of the Act provides that a tenant is required to repair damage caused to the rental unit or residential property by their actions or neglect, or those of persons permitted on the property by the tenant. Section 37 of the Act requires the tenant to leave the rental unit undamaged at the end of the tenancy. However, sections 32 and 37 provide that reasonable wear and tear is not considered damage. Accordingly, a landlord may pursue a tenant for damage caused by the tenant or a person permitted on the property by the tenant due to their actions or neglect, but a landlord may not pursue a tenant for reasonable wear and tear or pre-existing damage.

The landlord provided photographs of the damaged and dirty areas of the rental unit at the end of the tenancy. I accept the unopposed evidence before me that the tenant is responsible for the damage and failure to clean the carpets, as put forth by the landlord.

The landlord initially provided estimated amounts in completing the Application for Dispute Resolution but then obtained a receipt for carpet cleaning and quotes for the remainder of the items. The receipt and quotes amount to \$1048.18 after withdrawal of the utility bill claim. Therefore, I grant the landlord's request to recover \$900.00 from the tenants, as requested on the Application for Dispute Resolution.

I further award the landlord recovery of the \$100.00 filing fee paid for this Application for Dispute Resolution.

In light of all of the above, I authorize the landlord to deduct and retain \$1000.00 of the tenant's security deposit and I order the landlord to refund the balance of \$200.00 without further delay.

Provided to the tenant with this decision is a Monetary Order for the amount of \$200.00 to ensure the landlord refunds the balance as ordered.

Conclusion

The landlord is authorized to deduct and retain \$1000.00 of the tenant's security deposit and is ordered to repay the tenant the remaining balance of \$200.00.

The tenant is provided a Monetary Order in the amount of \$200.00 to ensure payment is made.

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: November 23, 2022

Residential Tenancy Branch