



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0821149 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNDL-S, MNDCL-S, FFL

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss, for a monetary Order for damage to the rental unit, to keep all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that on May 13, 2022 the Dispute Resolution Package and evidence submitted to the Residential Tenancy Branch on May 4, 2022 was sent to the Tenant, via registered mail, at the service address provided to the Landlord by the Tenant in December of 2021. The Landlord submitted a Canada Post receipt that corroborates this statement. During the hearing I checked the Canada Post website and determined that this package was delivered on May 18, 2022.

In the absence of evidence to the contrary, I find that the aforementioned documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Tenant did not appear at the hearing. As the documents were properly served to the Tenant, the evidence was accepted as evidence for these proceedings and the hearing proceed in the absence of the Tenant.

On May 16, 2022 the Landlord submitted an Amendment to the Application for Dispute Resolution in which the Landlord applied to increase the amount of the monetary claim by \$280.00 and the Landlord submitted a receipt to support this claim. The Agent for the Landlord stated that these documents were served to the Tenant, via registered mail, on May 16, 2022. In the absence of evidence to the contrary, I accept that these

documents were served to the Tenant and the evidence was accepted as evidence for these proceedings.

The Agent for the Landlord was given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. He affirmed that he would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The Agent for the Landlord affirmed that he would not record any portion of these proceedings.

Issue(s) to be Decided

Is the Landlord entitled to compensation for damage to the rental unit, to compensation for replacing keys, and to keep all or part of the security deposit?

Background and Evidence

The Landlord and the Tenant agree that:

- the tenancy began on July 02, 2021;
- the tenancy ended on December 28, 2021;
- the Tenant agreed to pay monthly rent of \$700.00 by the first day of each month;
- the Tenant paid a security deposit of \$350.00;
- the Tenant paid a key deposit of \$100.00;
- a condition inspection report was completed at the beginning of the tenancy;
- a condition inspection report was completed at the end of the tenancy; and
- the Tenant provided a forwarding address to the Landlord, sometime prior to December 28, 2021.

The Landlord is seeking compensation, in the amount of \$364.50, for replacing a toilet. The Agent for the Landlord stated that during the tenancy the toilet became plugged with an unknown object and it could not be cleared by a plumber, so the toilet was replaced. The Landlord submitted a receipt for this expense.

The Landlord is seeking compensation, in the amount of \$198.00, for repairing damage caused when water leaked into the suite below the rental unit. The Agent for the Landlord stated that he does not know where the water came from but he suspects it was from the clogged toilet. The Landlord submitted photographs of the water damage. The Landlord submitted a receipt for this expense.

The Landlord is seeking compensation, in the amount of \$647.00, for cleaning the unit and discarding property left behind by the Tenant. The Landlord submitted photographs of rental unit which were taken at the end of the tenancy. The Landlord submitted receipts for this expense.

The Landlord is seeking compensation, in the amount of \$280.00, for replacing the refrigerator. The Agent for the Landlord stated that rotten food was found in the refrigerator and the refrigerator was so dirty it could not be properly cleaned. The Landlord submitted a receipt for a used refrigerator.

The Landlord is seeking compensation, in the amount of \$267.50, for replacing the locks. The Agent for the Landlord stated that the locks needed replacing because the keys were not returned at the end of the tenancy. The Landlord submitted a receipt for this expense.

Analysis

When making a claim for damages under a tenancy agreement or the *Act*, the party making the claim has the burden of proving their claim. Proving a claim in damages includes establishing that damage or loss occurred; establishing that the damage or loss was the result of a breach of the tenancy agreement or *Act*; establishing the amount of the loss or damage; and establishing that the party claiming damages took reasonable steps to mitigate their loss.

On the basis of the undisputed evidence I find that the Tenant failed to comply with section 37(2) of the *Act* when the Tenant failed to leave the rental unit in reasonably clean condition at the end of the tenancy, when he failed to repair the damage caused during the tenancy, and when he failed to return the keys. I therefore find that the Landlord is entitled to all of the costs claimed, which is \$1,757.00.

I find that the Landlord's Application for Dispute Resolution has merit and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of \$1,857.00, which includes \$1,757.00 in damages and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the

Landlord to retain the Tenant's security deposit of \$350.00 in partial satisfaction of this monetary claim. This debt must also be reduced by the \$100.00 key deposit being held by the Landlord.

Based on these determinations I grant the Landlord a monetary Order for the balance \$1,407.00. In the event the Tenant does not voluntarily comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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: January 18, 2023

Residential Tenancy Branch