



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for damages to the unit - Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

The Tenants did not attend the hearing. I accept the Landlord’s evidence that the Tenants were served with the application for dispute resolution, notice of hearing and evidence by email to the email address approved by the Tenants for service of the documents in accordance with Section 89 of the Act. The Landlords were given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to retain the security deposit?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy under written agreement started on February 14, 2020. Rent of \$3,000.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$1,500.00 as a security deposit and \$1,500.00 as a pet deposit. The Parties mutually conducted a move-in inspection with a completed report copied to the Tenants.

On March 28, 2022 the Tenants gave notice to end the tenancy for April 30, 2022. The Tenants did not pay rent for April 2022 and moved out on April 30, 2022. The Landlord gave the Tenants two offers to conduct a move-out inspection with the last offer provided on May 2, 2022 by posting the offer on the door. The Tenants did not attend a move-out inspection. The Landlord carried out the inspection alone on May 5, 2022 and provided the Tenants with a copy of the inspection report. No forwarding address has been provided by the Tenants.

The Landlord claims unpaid rent of \$3,000.00 for April 2022.

The Landlord states that the Tenants failed to remove junk and other items from the unit. The Landlord claims \$1,251.34 as the removal costs and provides a receipt for this amount dated May 11, 2022. The damage is noted on the move-out report and the Landlord provided photos.

The Landlord states that the Tenants left the carpets unclean. The Landlord claims the cleaning costs of \$189.00. The Landlord provides an invoice for this cost dated May 12, 2022.

The Landlord states that the Tenants left a carpet in a bedroom and on the stairs damaged beyond repair. The Landlord claims the replacement costs of \$1,082.57 and provides an invoice dated May 12, 2022. The damage is noted on the move-out report.

The Landlord states that the Tenants left the unit unclean and claims the cleaning costs of \$619.50. The dirty rooms are noted on the move-out report and the Landlord provides an invoice dated May 14, 2022.

The Landlord states that the Tenants left several walls in the unit damaged. The Landlord claims the repair and painting cost of \$812.00. The Landlord provides an invoice dated May 14, 2022. The move-in report notes pre-existing damage to several

walls of the unit and the Landlord confirms that these damages had not been repaired for the onset of this tenancy. The Landlord states that the Tenants left greater damage than was pre-existing and that the unit was last painted in 2019.

The Landlord states that the Tenants left the fireplace damaged and unworkable. The Landlord states that the fireplace was newly installed in 2019 when the owners did renovations. The Landlord claims the replacement cost of \$389.99 for the fireplace and \$60.00 for the labour.

The Landlord confirms the above damages as being exhaustive of their claims.

Analysis

Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement whether or not the landlord complies with this Act, the regulations or the tenancy agreement. Given the undisputed evidence that no rent was paid for April 2022 while the tenancy was ongoing I find that the Landlord has substantiated their claim to **\$3,000.00**.

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. Given the Landlord's undisputed evidence in relation to the junk, unclean carpets, damaged carpets, unclean unit and damaged fireplace and as the Landlord has provided supporting evidence for both the damage and the costs, I find that the Landlord has substantiated that the Tenants caused the damages claimed and that the Landlord incurred the repair costs claimed. The Landlord is therefore entitled to the claimed amounts of **\$1,251.34, \$1,082.57, \$189.00, \$619.50, \$60.00, and \$398.00**.

Given the evidence of pre-existing damages to all but one of the walls I find that the Landlord has not substantiated that the Tenants are liable for all the costs to repair the walls. As no calculations, with supporting evidence, were provided to determine any

of the Tenants' proportionate costs and as this cannot otherwise be determined, I dismiss this claim.

It is noted that the one invoice setting out costs for several items indicates only a total amount of gst and has not been calculated for compensation on the separate items. As a result I am unable to provide any reimbursement for the gst costs on this invoice.

As the Landlord's claims have met with substantial success, I find that the Landlord is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$6,640.41** (100 + 3,000.00 + 1,251.34 + 1,082.57 + 189.00 + 619.50 + 60.00 + 398.00). Deducting the combined security and pet deposit of **\$3,000.00** plus zero interest leaves **\$3,640.41** owed to the Landlord.

Conclusion

I order that the Landlord retain the **deposit** and interest of \$3,000.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$3,640.41**. If necessary, this order may be filed in the 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: February 09, 2023

Residential Tenancy Branch