



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding WYNN REAL ESTATE LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDL-S, MNDCL-S, FFL

Introduction

The Landlord filed an Application for Dispute Resolution on June 15, 2022 seeking compensation for damages to the rental unit and other money owed. Additionally, they seek reimbursement of the Application filing fee. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on March 6, 2023.

The Landlord attended the conference call hearing as scheduled; the Tenant did not attend. I explained the process and the Landlord had the opportunity to ask questions and present oral testimony during the hearing.

Preliminary Matter – service of the Notice of Dispute Resolution Proceeding

The Landlord stated that they delivered notice of this dispute resolution to the Tenant by use of email. This was authorized by the Residential Tenancy Branch in a substituted-service application wherein the Landlord specified the Tenant’s email address was a verified method of service. The Landlord sent the email containing attachments to the Tenant on July 7, 2022.

From what the Landlord presents here on notifying the Tenant of this hearing, I am satisfied they served the Tenant Notice of Dispute Resolution Proceeding, and their prepared evidence, in a method prescribed by s. 89(1)(f) the *Act*. I consider the document received by the tenant on July 10, 2022; this is deemed services as per s. 44 of the *Residential Tenancy Regulation*.

Issues to be Decided

Is the Landlord entitled to compensation for damages to the rental unit and/or other money owed, pursuant to s. 67 of the *Act*?

Is the Landlord entitled to reimbursement of the Application filing fee, pursuant to s. 72 of the *Act*?

Background and Evidence

The Landlord provided a copy of the tenancy agreement to show the basic details. The tenancy started on February 1, 2019 as stated in that document. The rent amount of \$2,950 did not increase during the tenancy. The Tenant paid a security deposit of \$1,475, still held by the Landlord as of the date of this hearing.

The Landlord ended the tenancy by serving a notice to end tenancy, with the final end-of-tenancy date set at April 30, 2022. The Tenant stayed in the rental unit until May 31, 2022. The Tenant vacated the rental unit without returning keys to the Landlord and did not attend the Landlord's offer for a move-out inspection meeting to assess the overall condition of the rental unit. The Landlord received no forwarding address from the Tenant at the end of the tenancy.

The Landlord inspected the condition of the rental unit on May 31 and June 1, 2022. They completed a "Condition Inspection Report", the same document they completed with the Tenant at the start of the tenancy in 2019. Besides various notes and comments, room-by-room, the Landlord provided a summary at the end:

Many damages to the unit required repair. All doors: damaged, not working properly. Floor in living room damaged, need to replace. Bathrooms: toilet not working, hangers missing, damaged. Stove: parts missing. Cabinets: damaged. Wall: marks, scuffs, holes . . . windows: not working properly.

The Landlord also noted there were not return of two keys, building entrance keys, or a mailbox key.

The Landlord provided evidence for costs to repair damage in the rental unit as well as cleaning costs. They provided 26 photos to show particulars on damage noted. They also provided invoices from a handyperson, an imposed strata fine, a locksmith, and a cleaner.

On June 14, 2022 the Landlord completed a Monetary Order Worksheet, listing the following:

#	Items	\$ claim
1	cleaning services	380
2	heater and cabinet	105
3	door change master bedroom	420
4	door handles and deadbolt change	210
5	bathroom repairs (towel hangers, toilet)	210
6	paint touch-up	157.50
7	door repair – solarium	315
8	window frame and floor	420
9	gas stove repair	210
10	2 fob key replacements	200
11	strata fine	350
12	locksmith – rekey the mailbox	200
Total		3,177.50

I reviewed the individual pieces of the claim in detail with the Landlord in the hearing. The Landlord presented evidence in the form of invoices, photos showing details of individual points in the rental unit and gave a description of their rationale for claiming these amounts from the Tenant.

- 1 The Landlord presented an invoice for the cleaning service, undated. Various photos show points of particular damage to discrete areas of the rental unit.
- 2 to 7 The Landlord presented pictures showing damage to miscellaneous areas in the rental unit. They presented a single invoice from what they terms a “handyman” who handled repairs in the rental unit for these six items.
- 8 The Landlord presented pictures of a window that they labelled as being unable to close. They presented a single image of floor damage, showing cracks between floorboards. The Landlord presented no invoice for completion of this work.
- 9 The Landlord presented three photos showing two control knobs missing from the stovetop, as well as a missing burner top. They presented no invoice for completion of work associated with the gas stove.
- 10 In the hearing the Landlord specified that the Tenant did not return two control fobs that provide access to the building. They listed these as \$100 each. They presented no

invoice or other evidence of this items' value. The tenancy agreement makes no reference to replacement costs.

- 11 The Landlord presented an email in their evidence, from June 6, 2022. This was their inquiry to the strata on individual fines levied against the Landlord in the past for the actions of the Tenant in the rental unit. In the hearing, the Landlord described these infractions as involving noise and partying in the rental unit. The strata noted an outstanding fine of \$350.
- 12 In the hearing the Landlord specified that they actually paid a cost of \$136.50 for replacement of the mailbox key. An email from the locksmith containing an invoice for this amount is dated June 16 and is in the Landlord's evidence. This was for the cost of a service call at \$65, and the cost of an individual mailbox key at \$65.

Analysis

The *Act* s. 37(2) requires a tenant, when vacating a rental unit to leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all the keys and other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

To be successful in a claim for compensation for damage or loss the Applicant has the burden to provide enough evidence to establish the following four points:

- That a damage or loss exists;
- That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
- The value of the damage or loss; **and**
- Steps taken, if any, to mitigate the damage or loss.

I find as follows, in regard to each separate item listed above:

- 1 I find the evidence is not particular enough with the need for cleaning, or the true cost thereof. The invoice appears to be a flat-rate, with no reference to particulars, or hours of work. I dismiss this piece of the Landlord's claim for lack of detail, not matched with photos showing the need for the hiring of a cleaning service.

- 2 to 7 I find the Landlord credible on the damage to the rental unit, as shown in photos they provided. This was significant damage that is beyond reasonable wear and tear, and requires cost replacement from the Tenant. I grant the Landlord \$1,417.50 for this amount in full, being the full amount of the invoice they provided to show the expense to them for dealing with this damage in the rental unit.
- 8 There was no evidence of the cost for this work to the Landlord. There were miscellaneous pictures of doors suffering damage; however, this individual line item is not particularized. There is no invoice showing this was an actual expense to the Landlord. I dismiss this piece of the Landlord's claim, with no proof of the actual cost to them. As it exists, this is just a number listed in their evidence, with no proof of that cost.
- 9 Though the Landlord showed particular damage to the stovetop – missing pieces – they did not establish the cost of service and/or parts replacement for this item. I dismiss this piece of the Landlord's claim for this reason; there is no proof of an expense to the Landlord here.
- 10 The Landlord did not provide proof of the cost of individual fobs' replacement. There is no reference to a replacement cost in the tenancy agreement or addendum. I dismiss this piece of the Landlord's claim; the Landlord has not established the value.
- 11 The Landlord adjusted the amount for this claim in the hearing. I am satisfied this was a cost owed to the Landlord for no mailbox key returned and I am satisfied the Landlord had this work completed in early June. I grant the amount of \$136.50 to the Landlord for this work that was necessitated by the Tenant's abrupt end to this tenancy.

In total, I find the Landlord has established a claim of \$1,554. This is based on a review of the available evidence and the Landlord's testimony in the hearing.

The Landlord was moderately successful in this Application; therefore, I grant one-half of the Application filing fee to them. This amount is \$50.

The *Act* s. 72(2) gives an arbitrator the authority to make a deduction from the security deposit and/or pet damage deposit held by a landlord. The Landlord here has established a claim of \$1,604. After setting off the security deposit \$1,475, there is a balance of \$129. I am authorizing the Landlord to keep the security deposit amount and award the balance of \$129 as compensation for the rental unit damage claim.

Because the Landlord was successful in this claim, I grant reimbursement of the Application filing fee, for an additional \$100.

Conclusion

Pursuant to s. 67 and 72 of the *Act*, I grant the Landlord a Monetary Order in the amount of \$129 for compensation set out above and the recovery of the filing fee for this hearing Application. I provide this Monetary Order in the above terms and the Landlord must serve the Monetary Order to the Tenant as soon as possible. Should the Tenant fail to comply with the Monetary Order, the Landlord may file it in the Small Claims Division of the Provincial Court where it will be 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 s. 9.1(1) of the *Act*.

Dated: March 7, 2023

Residential Tenancy Branch