



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 the Landlords' Application for Dispute Resolution, made on January 11, 2023 (the "Application"). The Landlords applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage, compensation, or loss;
- an order to retain the security deposit; and
- an order granting recovery of the filing fee.

The hearing was scheduled for 1:30pm on February 21, 2023 as a teleconference hearing. Only the Landlord C.S. attended the hearing at the appointed date and time. No one appeared for the Tenant. The conference call line remained open and was monitored for 19 minutes before the call ended. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the Landlord and I were the only persons who had called into this teleconference.

The Landlord stated that he sent the Notice of Hearing and documentary evidence to the Tenant by email on January 21, 2023. The Landlord provided a copy of the email sent to the Tenant along with Tenant's response confirming receipt of the above-mentioned documents. Pursuant to Section 71 and 90 of the Act, I find that the Tenant is deemed to have received the Notice of Hearing and evidence three days later on January 24, 2023.

The Landlord was provided with a full opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure and to which I was referred. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Are the Landlords entitled to a monetary order for damage compensation or loss, pursuant to Section 67 of the *Act*?
2. Are the Landlords entitled to retaining the security deposit, pursuant to Section 38, and 72 of the *Act*?
3. Are the Landlords entitled to an order granting recovery of the filing fee, pursuant to Section 72 of the *Act*?

Background and Evidence

The Landlord testified that the tenancy began on August 1, 2020 and ended on December 31, 2022. During the tenancy, the Tenant was required to pay rent in the amount of \$1,100.00 to the Landlords on the first day of each month. The Tenant paid a security deposit and pet damage deposit, each in the amount of \$550.00, totalling \$1,100.00 in deposits currently being held by the Landlords.

The Landlords are claiming \$378.00 for cleaning the rental unit. The Landlord stated that the Tenant had hired a cleaner, however, had only permitted cleaning up to \$300.00. The Landlord stated that this was not sufficient to fully clean the rental unit. As such, the Landlord hired the same cleaner to finish cleaning the entire rental unit. The Landlord provided two cleaning invoices, \$302.40 for cleaning before painting the rental unit and a further \$75.60 for further cleaning after painting. The Landlords provided pictures of the rental unit in support showing the condition of the rental unit before the cleaning and painting took place.

The Landlords stated that the rental unit also required painting as a result of black soot being found on the walls and doors throughout the rental unit. The Landlord stated that it appeared as though there may have been a fire or smoke damage to the rental unit during the tenancy. The Landlord provided a painting invoice in the amount of \$1,963.50. The Landlord also provided a copy of the condition inspection report, demonstrating the condition of the rental unit at the start of the tenancy compared to at the end of the tenancy.

No one appeared for the Tenant to dispute the Landlords' claims.

Analysis

Based on the uncontested oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 67 of the *Act* empowers me to order one party to pay compensation to the other if damage or loss results from a party not complying with the *Act*, regulations or a tenancy agreement.

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided for in sections 7 and 67 of the *Act*. An applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and
4. That the party making the application did what was reasonable to minimize the damage or loss.

In this case, the burden of proof is on the Landlords to prove the existence of the damage or loss, and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the Tenant. Once that has been established, the Landlords must then provide evidence that can verify the value of the loss or damage. Finally, it must be proven that the Landlord did what was reasonable to minimize the damage or losses that were incurred.

Section 37(2) When a tenant vacates a rental unit, the tenant must;

- (a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and**
- (b) give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.**

I find that the Landlords have provided sufficient evidence to support their claims that the rental unit was not left reasonably cleaned and required painting. I find that the Landlords are entitled to compensation in the amount of **\$378.00** for cleaning and **\$1,963.50** for painting.

Having been successful, I find the Landlords are entitled to recover the **\$100.00** filing fee paid to make the Application. I also find it appropriate in the circumstances to order that the Landlords retain the security and pet damage deposits in the amount of \$1,100.00 in partial satisfaction of the claim.

Pursuant to section 67 of the *Act*, I find the Landlords are entitled to a monetary order in the amount of \$1,341.50, which has been calculated below;

Claim	Amount
Painting:	\$1,963.50
Cleaning:	\$378.00
Filing fee:	\$100.00
<i>LESS</i> security/pet deposit:	-(<i>\$1,100.00</i>)
TOTAL:	\$1,341.50

Conclusion

The Landlords have established an entitlement to monetary compensation and have been provided with a monetary order in the amount of \$1,341.50. The order should be served to the Tenant as soon as possible and may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: March 13, 2023

Residential Tenancy Branch