



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes **MNDL-S, FFL**

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for unpaid rent in the amount of \$1,017.50 pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The landlord's agent (KB) attended the hearing. The tenant did not attend the hearing.

KB testified that she served the tenant with the notice of dispute resolution proceeding package and the landlord's supporting documentary evidence via e-mail on November 8, 2023. The tenant on the tenancy agreement and an address for service form (#RTB-51) that he could be served by e-mail. Accordingly, I find that the tenant has been served in accordance with the Act.

Issues to be Decided

Is the landlord entitled to:

- 1) a monetary order for \$1,017.50;
- 2) recover the filing fee; and
- 3) retain the security deposit in partial satisfaction of the monetary orders made?

Evidence and Analysis

While I have considered the documentary evidence and the testimony of KB, not all details of her submissions and arguments are reproduced here. The relevant and important aspects of the landlord's claims and my findings are set out below.

The rental unit is a bachelor suite. The parties entered into a written, month to month tenancy agreement starting October 1, 2022. Monthly rent is \$1,175 and is payable on the first of each month. The tenant paid the landlord a security deposit of \$587.50, which the landlord continues to hold in trust for the tenant.

Despite the tenancy agreement indicating the tenancy started on October 1, 2022, the tenant moved into the rental unit on September 15 and paid prorated rent for the last 15 days of September.

The tenant vacated the rental unit on November 1. He did not provide the landlord with a forwarding address.

The parties conducted a move in condition inspection on September 15 and the landlord prepared a move in condition inspection report (the Move-In Report). The Move-In Report included dozens of photographs of the condition of the rental unit before the tenancy started, as well as a written description of the condition of the rental unit.

The parties conducted a move out condition inspection on November 1 and the landlord prepared a move out condition inspection report (the Move-Out Report). The Move-Out Report included dozens of photographs condition of the rental unit after the tenancy ended, as well as a written description of the condition the rental unit.

KB testified that:

- The tenant attended both inspections but refused to sign either of these reports.
- The tenant failed to clean the rental unit at all prior to the end of the tenancy.
- The landlord hired a cleaner to clean the rental unit for five hours at a cost of \$255.
- The tenant caused a significant amount of damage and scuff marks to the walls, base boards, trim, and door frames of the rental unit.
- These scuff marks could not be removed by cleaning.
- The landlord had to repaint the entire interior of the rental unit, at a cost of \$400, as a result of this damage.
- The landlord had painted the rental unit just prior to the start of the tenancy.
- The tenant allowed people to enter the rental unit by way of a window during the tenancy, which caused the windowpane to crack.
- The landlord had to replace this windowpane at a cost of \$262.50.

The landlord submitted invoices for these expenses into evidence, and KB testified that the landlord has paid them. The landlord also provided photographs showing the

condition of the rental unit, its walls, and the damaged window, which corroborated KB's testimony.

Based on the photographs provided, I find that the tenant:

- Failed to clean the rental unit at the end of the tenancy.
- Caused an unreasonable amount damage to the walls, consisting mainly of scratches, dents, and scuff marks, which amounted to more than ordinary wear and tear.
- Cracked, or allowed to be cracked, the one of the rental unit's windowpanes.

At the end of a tenancy, a tenant is required to leave the rental unit reasonably clean and undamaged except for reasonable wear and tear: section 37 of the Act.

The tenant has failed to comply with this obligation. As a result of this failure, the landlord has suffered a monetary loss of \$917.50. I accept that the landlord painted the rental unit right before the start of the tenancy, so amount that the landlord can recover for the cost of repainting should not be reduced due to the remaining "useful life" of the initial paint.

The amount paid by the landlord for the repairs and cleaning is not unreasonable considering the damage. The landlord acted reasonably in minimizing its loss. I order the tenant to pay the landlord \$917.50.

Per section 72 of the Act, the landlord may retain the security deposit in partial satisfaction of this monetary order.

As the landlord has been successful in its application, it is entitled to recover the cost of filing this application from the tenant.

Conclusion

Per sections 67 and 72 of the Act, I order that the tenant pay the landlord \$430, representing the following:

Description	Total
Cleaning	\$255.00
Repainting	\$400.00
Window repair	\$262.50
Filing fee	\$100.00
Security deposit credit	-\$587.50
	\$430.00

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: May 9, 2023

Residential Tenancy Branch