



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MNDL -S, FFL

Introduction

This hearing dealt with a landlord's application for compensation for damage and cleaning of the rental unit and residential property; and, authorization to retain the tenant's security deposit.

The landlord and his partner appeared at the hearing. The landlord was affirmed. There was no appearance on part of the tenant.

Since the tenant did not appear, I explored service of hearing materials upon the tenant. The landlord submitted evidence that he notified the tenant of this proceeding and his evidence by registered mail sent on July 29, 2022. The registered mail was returned to sender as unclaimed. The landlord sent the registered mail to the forwarding address the tenant sent to the landlord and received by the landlord in the mail on July 14, 2022.

Section 90 of the Act deems a person to be served with documents five days after mailing, even if the person refuses to accept or pick up their mail. I was satisfied the landlord sent the hearing materials to the tenant in a manner that complies with section 89 of the Act and I find the tenant is deemed to have received them five days later in keeping with section 90 of the Act. Therefore, I continued to hear from the landlord without the tenant present.

Issue(s) to be Decided

1. Has the landlord established an entitlement to the amount claimed for damage and cleaning?
2. Is the landlord authorized to retain the tenant's security deposit?
3. Award of the filing fee.

Background and Evidence

The landlord submitted the following facts:

- The tenancy started on February 15, 2012.
- A security deposit collected was \$325.00.
- The monthly rent was \$700.00 when the tenancy ended.
- The landlord regained possession of the rental unit on June 15, 2022.
- The landlord obtained a copy of a move-in inspection report prepared by the former landlord and the tenant.
- The landlord and the tenant completed a move-out inspection together but the tenant would not sign the report.
- The landlord received the tenant's forwarding address in the mail on July 14, 2022.
- The landlord sent the tenant a copy of the move-out inspection report to her forwarding address via registered mail on July 21, 2022 but it was returned to sender as unclaimed.

The landlord seeks compensation from the tenant totalling \$576.31. The landlord prepared a Monetary Order Worksheet that breaks this sum down as follows:

<i>For</i>	<i>Amount</i>
LIGHT BULBS	\$26.89
FRONT DOOR LOCK	\$ 79.87
DISPOSAL OF TIRES	\$ 110.18
3 WINDOW SCREEN	\$74.87
TIPPING FEE+ LABOUR	\$ 97.00
CLEANING&REPAIRS	\$ 187.50

Below, I summarize the landlord's claim for compensation against the tenant.

1. The landlord submitted that a number of light bulbs were burnt out or missing at the end of the tenancy and the landlord had to purchase replacement bulbs.
2. The tenant had changed the lock on the front door and the tenant did not give the old lock to the landlord. The old lock is the same type as the rest of the locks in the building and the landlord's key is for the old lock. The landlord had to purchase a new lock.
3. The tenant left tires on rims in a storage locker on the property. The landlord had to have the tires de-rimmed to dispose of them. The landlord is seeking the cost to de-rim the tires.
4. The tenant left the window screen frames at the property but the screens were missing. The landlord had the screening re-installed.
5. The tenant left garbage at the property, other than the tires claimed above. The landlord had an entire pick-up truck loaded with the tenant's garbage and abandoned possessions. The landlord is seeking to recover the dump fees and two hours of labour for this effort.
6. The landlord spent his own time cleaning the unit windows, under the stove, repairing the closet door and purchasing a door second hand to replace an unrepairable broken door.

Evidence provided by the landlord included a copy of the tenancy agreement; condition inspection reports; photographs; receipts; text messages exchanged with the tenant near the end of the tenancy; registered mail receipts; and, the tenant's forwarding address letter.

Analysis

Section 32 of the Act provides that a tenant is required to repair damage caused to the rental unit or residential property by their actions or neglect, or those of persons permitted on the property by the tenant. Section 37 of the Act requires the tenant to leave the rental unit undamaged at the end of the tenancy. However, sections 32 and 37 provide that reasonable wear and tear is not considered damage. Accordingly, a landlord may pursue a tenant for damage caused by the tenant or a person permitted on the property by the tenant due to their actions or neglect, but a landlord may not pursue a tenant for reasonable wear and tear or pre-existing damage.

Section 37 of the Act also requires the tenant to leave the rental unit reasonably clean and free of garbage and abandoned possessions. Section 37 of the Act further requires the tenant to leave all of the keys or means of access to the rental unit with the landlord at the end of the tenancy.

Based on all of the unopposed evidence before me, I find as follows:

1. The landlord provided photographs and receipts to show light bulbs were missing or burnt out and the landlord had to replace them. Residential Tenancy Policy Guideline 1 provides that a tenant is responsible to replace burnt out light bulbs during their tenancy. Therefore, I find the landlord entitled to the amount claimed to purchase replacement light bulbs.
2. A tenant is required to leave all means of access with the landlord at the end of the tenancy. The tenant did not leave the landlord's old lock, for which the landlord had keys, and I find the tenant is liable to compensate the landlord for having to purchase a new lock.
3. The tenant failed to remove tires on rims from the property, as required under the Act, and this caused the landlord to have the tires de-rimmed so that they could be disposed of. Therefore, I find the tenant liable to compensate the landlord for this cost.
4. The window screens were left without screens at the end of the tenancy and the move in inspection report does not indicate they were missing at the start of the tenancy. Therefore, I accept the unopposed claim for the tenant to pay to have the screens replaced.
5. As stated previously, the tenant is responsible to remove all of their garbage and abandoned possession from the property at the end of the tenancy. I accept the tenant failed to do so and I find the landlord's claim for two hours of labour and dumping fees to be very reasonable especially considering there was no claim for fuel or the cost of transportation to the dump. Therefore, I grant the landlord's request to recover the amount claimed for garbage removal.
6. The landlord provided photographs and receipts in support of the amount claimed to clean and repair the rental unit. The landlord's claim for labour at \$25.00 per hour is very reasonable and I grant the amount claimed for cleaning and repairs.

In light of the above, I award the landlord the amount claimed for damage, cleaning and garbage removal in the sum of \$576.31. I further award the landlord recovery of the \$100.00 paid for this application.

I calculate the amount of interest on the security deposit is \$2.14 which I add to the security deposit in arriving at a credit to the tenant of \$327.14. The landlord is authorized to retain the tenant's security deposit and interest in partial satisfaction of the amounts awarded to the landlord and I provide the landlord with a Monetary Order for the balance owing calculated as follows:

Award for damage, cleaning and garbage removal	\$576.31
Award for filing fee	100.00
Less: security deposit and interest	<u>(327.14)</u>
Monetary Order for landlord	\$349.17

Conclusion

The landlord is authorized to retain the tenant's security deposit and interest and is awarded a Monetary Order for the balance owing of \$349.17.

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 03, 2023

Residential Tenancy Branch