



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **MNDL-S, MNDCL-S, FFL**

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, made on October 12, 2022 (the "Application"). The Landlord 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 Landlord and the Tenant attended the hearing at the appointed date and time. At the beginning of the hearing, the parties acknowledged receipt of their respective application package and documentary evidence. No issues were raised with respect to service or receipt of these documents during the hearing. Pursuant to section 71 of the *Act*, I find the above documents were sufficiently served for the purposes of the *Act*.

The parties were 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. Is the Landlord entitled to a monetary order for damage, compensation, or loss, pursuant to Section 67 of the *Act*?
2. Is the Landlord entitled to retaining the security deposit, pursuant to Section 38, and 72 of the *Act*?

3. Is the Landlord entitled to an order granting recovery of the filing fee, pursuant to Section 72 of the *Act*?

Background and Evidence

The parties testified and agreed that the tenancy began on January 1, 2022. During the tenancy, the Tenant was required to pay rent in the amount of \$950.00 to the Landlord on the first day of each month. The Tenant paid a security deposit in the amount of \$475.00. The parties confirmed that the Landlord was ordered to retain \$100.00 from the Tenant's security deposit in a previous Decision dated September 29, 2022. As such, the Landlord is currently holding \$375.00 of the Tenant's original deposit. The Landlord stated that she received an Order of Possession dated September 29, 2022 which was served to the Tenant on the same date. The Landlord stated that the Tenant vacated the rental unit on October 2, 2022. The Tenant stated that he moved out sooner but could not recall the date.

The Landlord provided a monetary order worksheet containing a list of monetary claims which have been reproduced below;

The Landlord is claiming \$67.84 to replace nine burned out lightbulbs in the rental unit at the end of the tenancy. The Landlord stated that all the light bulbs were working at the start of the tenancy. The Landlord stated that at the end of the tenancy, nine bulbs required replacement. The Landlord provided pictures and a receipt for the purchase of new bulbs in support.

The Tenant responded by stating that the bulbs were burned out at the start of the tenancy, however, the Tenant was concerned about raising issues with the Landlord, so did not mention it to her.

The Landlord is claiming \$16.77 to cut two new keys for the rental unit. The Landlord stated that the Tenant had been provided two keys at the start of the tenancy and returned only one key at the end of the tenancy. The Landlord stated that the key returned by the Tenant was the wrong one and did not open the door to the rental unit. The Landlord provided a receipt in support.

The Tenant responded by stating that he was only provided with one key at the start of the tenancy and that he returned the same key to the Landlord at the end of the tenancy.

The Landlord is claiming \$183.93 to purchase paint, and materials to fix a variety of dents, scratches, and stains on the walls, windowsills, and a door in the rental unit. The Landlord stated that the rental unit had been newly renovated and painted at the start of the tenancy. The Landlord provided several pictures of the damage noted at the end of the tenancy, as well as a receipt in support.

The Tenant stated that he is unsure as to where the damages came from, however, attributed the damage to regular wear and tear.

The Landlord is claiming \$25.95 to replace a window screen. The Landlord stated that the Tenant had a cat that would go in and out of the window, which caused damage to the screen. The Landlord provided a picture of the screen and a receipt in support.

The Tenant stated that the screen was already damaged at the start of the tenancy.

The Landlord is claiming \$94.84 to replace window blinds. The Landlord stated that the Tenant's cat broke the blinds belonging to the same window that had the broken screen. The Landlord provided a picture of the damaged screen and a receipt in support.

The Tenant stated that he had no comment relating to this claim.

The Landlord is claiming \$120.00 to clean the rental unit at the end of the tenancy. The Landlord stated that she hired a cleaner to attend the rental unit at the end of the tenancy as the rental unit was left dirty. The Landlord provided several pictures in support.

The Tenant stated that he left the rental unit reasonably clean at the end of the tenancy and denies the cost of cleaning. The Tenant also stated that the Landlord has previously asked for only \$100.00 for cleaning which the Tenant denied. The Tenant questioned why the Landlord was now claiming for \$120.00.

The Landlord is claiming \$35.00 as the Tenant vacated the rental unit on October 2, 2022 and had not paid any rent for October 2022. The Tenant was unsure as to when he vacated the rental unit but felt as though it was sooner than October 2, 2022.

Lastly the Landlord is seeking to recover the \$100.00 filing fee paid to make the Application.

Analysis

Based on the 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 Landlord 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 Landlord 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.

According to the Residential Tenancy Policy Guideline 1; The tenant must maintain "reasonable health, cleanliness and sanitary standards" throughout the rental unit or site, and property or park. The tenant is generally responsible for paying cleaning costs where the property is left at the end of the tenancy in a condition that does not comply with that standard. The tenant is also generally required to pay for repairs where damages are caused, either deliberately or as a result of neglect, by the tenant or his or

her guest. The tenant is not responsible for reasonable wear and tear to the rental unit or site (the premises), or for cleaning to bring the premises to a higher standard than that set out in the *Residential Tenancy Act*.

Policy Guideline 1 also stipulates that the Tenant is responsible for; replacing light bulbs in the rental unit and return all keys at the end of the tenancy.

The Landlord is claiming \$67.84 to replace nine burned out lightbulbs in the rental unit at the end of the tenancy. While the Tenant stated that the bulbs were burned out at the start of the tenancy, I find that the Tenant provided insufficient evidence to demonstrate that they mitigated their loss by raising the issue with the Landlord or have it recorded on the condition inspection report at the start of the tenancy. Instead, I find that the condition inspection report indicated that there were no concerns with the condition of the rental unit at the start of the tenancy. I find that based on the Landlord's evidence that the bulbs were burned out during the tenancy and required replacement. As such, I award the Landlord **\$67.84**.

The Landlord is claiming \$16.77 to cut two new keys for the rental unit. The Tenant stated that he was only provided with one key. I find that the Condition Inspection Report shows that the Tenant was provided with two keys, one for the rental unit and one for the shed. I accept that the Landlord suffered a loss to have two new keys cut and award the Landlord with compensation in the amount of **\$16.77**.

The Landlord is claiming \$183.93 to purchase paint, and materials to fix a variety of dents, scratches, and stains on the walls, windowsills, and a door in the rental unit. While the Tenant stated that he is unsure as to where the damages came from, I accept that the rental unit was freshly painted at the start of the tenancy. I find that the Landlord has provided sufficient evidence to demonstrate that there was damage to some walls and windowsills in the rental unit at the end of the tenancy, beyond what could be considered regular wear and tear. As such, I award the Landlord **\$183.93**.

The Landlord is claiming \$25.95 to replace a window screen. While the Tenant stated that the screen was already broken, I find that the Tenant has provided insufficient evidence to demonstrate that they mitigated their loss by raising the issue with the Landlord or have it recorded on the condition inspection report at the start of the tenancy. I find that the Landlord provided sufficient evidence to demonstrate that the screen required repairs and therefore award the Landlord **\$25.95**.

The Landlord is claiming \$94.84 to replace window blinds. The Landlord stated that the Tenant's cat broke the blinds belonging to the same window that had the broken screen. While the Tenant declined to respond to this claim, I find that the Landlord provided sufficient evidence to demonstrate that the blinds required replacement and award the Landlord **\$94.84**.

The Landlord is claiming \$120.00 to clean the rental unit at the end of the tenancy. The Tenant stated that they left the rental unit reasonable clean at the end of the tenancy. I find that the pictures provided by the Landlord would indicate that the rental unit required further cleaning. I find that **\$120.00** is a reasonable amount to award the Landlord in the circumstance.

The Landlord is claiming \$35.00 as the Tenant vacated the rental unit on October 2, 2022 and had not paid any rent for October 2022. The Tenant was unsure as to when he vacated the rental unit but felt as though it was sooner than October 2, 2022. In this case, I find that the Landlord has not provided a monetary calculation as to how they arrived to \$35.00. As such, I dismiss this claim without leave to reapply.

Having been partially successful, I find that the Landlord is entitled to the recovery of the **\$100.00** filing fee paid to make the Application. I also find it appropriate in the circumstances to order that the Landlord retain the remaining balance of the Tenant's security deposit in the amount of \$375.00 in partial satisfaction of the claim.

Pursuant to section 67 of the *Act*, I find the Landlord is entitled to a monetary order in the amount of \$234.33, which has been calculated below;

Claim	Amount
Light bulbs:	\$67.84
Key cutting:	\$16.77
Paint/materials:	\$183.93
Screen repair:	\$25.95
Blinds:	\$94.84
Cleaning:	\$120.00
Filing fee:	\$100.00
<i>LESS</i> security deposit:	-(<i>\$375.00</i>)
TOTAL:	\$234.33

Conclusion

The Landlord has established an entitlement to monetary compensation and has been provided with a monetary order in the amount of **\$234.33**. 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: July 11, 2023

Residential Tenancy Branch