



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MND-S, FF

Introduction

This hearing dealt with the landlord's application for dispute resolution (application) seeking remedy under the Residential Tenancy Act (Act). The landlord applied for compensation for alleged damage to the rental unit by the tenant, authority to keep the tenant's security deposit and pet damage deposit to use against a monetary award, and recovery of the cost of the filing fee.

The landlord attended the hearing; however, the tenant did not attend.

The landlord submitted they served the tenant with their application for dispute resolution, evidence, and notice of hearing (NODRP) by registered mail on October 27, 2023, the day they were provided the application package by the Residential Tenancy Branch (RTB). The landlord filed the Canada Post tracking number as evidence, along with the receipt and proof the tenant declined to sign for the mail.

I find the tenant was sufficiently served the landlord's application as required by the Act and the hearing proceeded in the tenant's absence.

The landlord was provided the opportunity to present their evidence orally and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the RTB Rules of Procedure (Rules). However, only the evidence relevant to the issues and findings in this matter are described in this Decision. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Issue(s) to be Decided

Is the landlord entitled to the requested monetary compensation from the tenant and recovery of the filing fee?

Background and Evidence

The landlord submitted that the tenancy began on June 1, 2018, and ended October 1, 2022. The monthly rent was \$1000, and the tenant paid a security deposit and pet damage deposit (deposits) of \$500 each. The landlord retained the deposits as part of their application. Filed into evidence was a copy of the written tenancy agreement.

The landlord's monetary claim as shown on their monetary order worksheet filed into evidence is as follows:

ITEM DESCRIPTION	AMOUNT CLAIMED
1. Painting and wall repair	\$3517.50
2. Carpet cleaning, pet stain removal	\$577.50
3. Junk removal	\$472.50
TOTAL	\$4567.50

The landlord submitted in their application that after the tenancy ended, the carpet had to be cleaned due to pet odor, that the rental unit had to be cleaned and deodorized and the walls required repair and repainting. Further, the rental unit was left full of garbage and the carpets smelled of cat urine and the tenant left extreme wall damage. Additionally, the tenant glued carpet to the wall.

The landlord said that the damage by the tenant was malicious.

The landlord said the costs incurred were supported by the invoices and the photographs of the rental unit at the end of the tenancy. I note the invoices for costs far exceeded the monetary claim.

The landlord submitted that they would be satisfied to just keep the security deposit and pet damage deposit of \$1000 in satisfaction of their application, as they would be unlikely to collect on anything further.

The landlord submitted photographs of the state of the rental unit, the junk left behind, and invoices for costs.

Analysis

Under section 7(1) of the Act, if a landlord or tenant does not comply with the Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other party for damage or loss that results. Section 7(2) also requires that the claiming party do whatever is reasonable to minimize their loss. Under section 67 of the Act, an arbitrator may determine the amount of the damage or loss resulting from that party not complying with the Act, the regulations or a tenancy agreement, and order that party to pay compensation to the other party. The claiming party has the burden of proof to substantiate their claim on a balance of probabilities.

As to the costs claimed by the landlord associated with cleaning and repairing, Section 37 of the Act requires a tenant who is vacating a rental unit to leave the unit reasonably clean, and undamaged except for reasonable wear and tear.

As such, the tenant is required to remove all belongings including garbage and to clean the rental unit to a reasonable standard.

I find that the landlord provided sufficient evidence that the tenant did not leave the rental unit reasonably clean and undamaged, less reasonable wear and tear. I therefore find the tenant did not comply with their obligation under the Act, and that it was necessary for the landlord to incur the costs claimed. Further, I find the photographs submitted in evidence to accurately show the extent of the damage caused by the tenant and that these costs were reasonable.

I therefore find the landlord submitted sufficient evidence to support their claim of \$1000 and the filing fee of \$100. I therefore find the landlord has established a total monetary claim of \$1100.

As a result, I authorize the landlord to keep the tenant's security deposit of \$500 and the pet damage deposit of \$500, as requested, in satisfaction of their monetary claim.

Conclusion

The landlord has submitted sufficient evidence to support their monetary claim of \$1000 and is authorized to keep the tenant's security deposit of \$500 and pet damage deposit of \$500 they retained in satisfaction of their claim.

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*. Pursuant to section 77(3) of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: July 18, 2023

Residential Tenancy Branch