



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR MND MNSD FF

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held, by teleconference, on August 16, 2023. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage to the unit, for damage or loss under the Act, and for unpaid rent; and,
- authorization to retain all or a portion of the Tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38.

The Landlord attended the hearing. However, the Tenant did not. The Landlord testified that he sent the Notice of Hearing and evidence to the Tenant by registered mail on November 18, 2022. Proof of service was provided. Pursuant to section 88 and 90 of the Act, I find the Tenant is deemed served with this packages 5 days after it was mailed.

The Landlord was provided the 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. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

- Is the Landlord entitled to a monetary order for damage to the unit, for damage or loss under the Act, and for unpaid rent?

- Is the Landlord authorized to retain all or a portion of the Tenant's security and pet deposit in partial satisfaction of the monetary order requested pursuant to section 38?

### Background and Evidence

The Landlord provided a monetary order worksheet to itemize what he is seeking in this application. The Landlord provided testimony, photos, and receipts for the items. The Landlord also provided a copy of the condition inspection report. The Landlord stated that they currently hold the Tenant's security deposit, totalling \$1,925.00.

The Landlord stated that the rental unit was vacated on or around October 23, 2022, which was the same day the move out inspection was completed. The Landlord stated the Tenant agreed to a time for the move-out inspection, but texted right before the scheduled time to say she did not wish to participate in the inspection, and to proceed without her.

As per the Monetary Order Worksheet, there were 9 items in total, as follows:

1. \$585.00 – Deep Cleaning - The Landlord stated that the Tenant moved out without cleaning, and left the unit very dirty, such that it required 17 hours of cleaning by a professional cleaning company. The Landlord provided the receipt for this and photos of the dirt.
2. \$222.77 and \$97.62 – Paint supplies from Sherwin Williams
3. \$120.61 – Home Depot items
4. \$33.57 and \$8.16 – Home Hardware items
5. \$63.19 – Rona items

These items were bought by the Landlord, so that he could do the repairs to the rental unit himself to save money, versus hiring it out professionally. Receipts were provided, as were photos to support the damage. The Landlord explained that the rental unit was re-painted right before the Tenant moved in, and she only lived there a year, so the wall damage was well beyond reasonable wear and tear. Photos provided showing many stains, scratches, and holes, which required repainting due to the damage.

The Landlord also pointed out that the Tenant broke electrical wall plate covers, door knobs, scratched flooring, and left a significant amount of debris and filth. The

Landlord purchased the above noted items to address the damaged and deficient areas of the rental unit.

6. \$24.00 – Garbage Removal

The Landlord explained that the Tenant moved out without clearing out the fridge and without cleaning up her garbage. As a result, the Landlord has to take many items to the dump at the above noted cost.

7. \$960.00 – Pest Control

The Landlord stated that when they attended the rental unit at the end of the tenancy, there was food debris and garbage all over the rental unit, and rat/mouse droppings all over the place. The Landlord stated that the Tenant attracted rodents by not throwing out her garbage, and this warranted pest control to remedy the issue. The Landlord provided photos and receipts.

8. \$660.00 – October 2022 rent owed

The Landlord explained that monthly rent is \$3,850.00 and is due on the first of the month. The Tenant paid \$2,600.00 on October 1, 2022, and \$590 on October 2, 2022, leaving \$660.00 unpaid from that month.

The Landlord explained that they are willing to forgo any amount of their claim above and beyond the amount of the security deposit.

Analysis

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 in sections 7 and 67 of the *Act*.

Based on all of the above, the undisputed evidence and testimony, and on a balance of probabilities, I find the evidence before me sufficiently demonstrates that the Tenant caused damage to the rental unit in several ways, as itemized above. I also find the evidence before me sufficiently demonstrates that the Tenant left the rental unit in significant disrepair, left behind lots of garbage and left an extraordinary mess, some of which required significant time and effort to remedy. I find the Landlord's expenses to remedy the rental unit are reasonable considering the multitude of issues left behind. I award all of the items listed above.

The Landlord has been successful in his claim for the above noted items, which total well above the amount of the security deposit. As requested, the Landlord's award is reduced to match the amount of deposit held. \$1,925.00.

Pursuant to sections 72 of the *Act*, I authorize that the security deposit, currently held by the Landlord, be kept and used to offset the amount owed by the Tenant.

### Conclusion

The Landlord may retain the security deposit, in full satisfaction of all items on this application.

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: August 23, 2023

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Residential Tenancy Branch