

## **DECISION**

### **Introduction**

This hearing dealt with the Landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- a Monetary Order for unpaid rent under section 67 of the Act
- a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act
- authorization to retain all or a portion of the Tenant's security deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

and the Tenant's Application for Dispute Resolution under the Residential Tenancy Act (the Act) for:

- a Monetary Order for the return of all or a portion of their security deposit under sections 38 and 67 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

### **Service of Notice of Dispute Resolution Proceeding (Proceeding Package)**

I find that the Landlord(s) acknowledged service of the Proceeding Package and are duly served in accordance with the Act.

I find that the Tenant(s) acknowledged service of the Proceeding Package and are duly served in accordance with the Act.

### **Service of Evidence**

Based on the submissions before me, I find that the Tenant's evidence was served to the Landlord in accordance with section 88 of the Act.

Based on the submissions before me, I find that the Landlord's evidence was served to the Tenant in accordance with section 88 of the Act.

## Issues to be Decided

Is the landlord entitled to a Monetary Order for unpaid rent?

Is the landlord entitled to a Monetary Order for damage to the rental unit or common areas?

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested? If not, is the Tenant entitled to a Monetary Order for the return of all or a portion of their security deposit?

Is the Landlord entitled to recover the filing fee for this application from the Tennant?

Is the Tennant entitled to recover the filing fee for this application from the Landlord?

## Facts and Analysis

I have reviewed all evidence, including the testimony of the parties, but will refer only to what I find relevant for my decision.

Both parties agree that the Tenant vacated the rental unit on July 1, 2024, as a result of a mutual agreement to end tenancy that had an end date of July 1, 2024.

The Landlord confirms getting the Tenant's forwarding address on July 1, 2024.

Both parties agree there is security deposit of \$550.00.

### Is the landlord entitled to a Monetary Order for unpaid rent?

Both parties agree that monthly rent was \$1279.00. Both parties agree that the Tenant did not pay rent for June 2024. The Tenant affirms they had a verbal agreement that he did not have to pay June rent because of work had previously done for the Landlord. The Landlord denies this. A copy of a text message between the parties was provided by the Tenant that shows the Landlord agreeing to refund him \$500.00 for, "your toilet and lawn after you move out."

I find the Landlord agree to deduct \$500.00 from the June 2024 rent, but that the Tenant is liable for the remaining amount of \$779.00.

The Landlord provided a copy of the tenancy agreement showing that the Tenant is responsible for 40% of all utilities except for water.

The Landlord provided utility receipts as follows:

FortisBC April 25- May 27	\$133.85
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BC Hydro March 27- May 27	\$151.36
FortisBC May28-June25	\$104.36
FortisBC June26-July26	\$65.06
BC Hydro May 28-July1	\$84.00
Total	\$538.63

The Landlord is requesting \$189.42 as the Tenant's share of the utilities and affirms it remains unpaid. The Tenant affirms that he has paid all owed utilities but neglected to provide copies of his e-transfer payments.

I find that the landlord has established a claim for \$968.42 in unpaid rent and utilities. Therefore, I find the landlord is entitled to a Monetary Order under section 67 of the Act.

**Is the landlord entitled to a Monetary Order for damage to the rental unit or common areas?**

The Landlord requests the following:

window blind & cabinet handle	\$164.57
repair wall;blinders;toilet etc	\$2,100.00
loss rental income	\$1,279.00
<b>Total</b>	<b>\$3,543.57</b>

The Landlord provided a Home Depot receipt and a repair invoice to support the requested amounts.

The Landlord provided photographs of three different blinds with broken slats. She provided further photographs of a sink missing a stopper, and a toilet missing the water supply line. The Tenant admits taking the water supply line, but affirms the blinds are old and the issue is caused by wear and tear.

I find it most likely that the damage resulted from the action of the Tenant and are beyond normal wear and tear. Therefore, I find the Landlord it entitled to compensation in the amount of \$175.00.

The Landlord further provided photographs of the rental unit showing an unreasonable amount of nail and screw holes in the walls throughout the rental unit, as well as marks and scuffs. The Landlord confirms that rental unit was last painted in 2015. Policy Guideline 40 clarifies that the expected lifespan of interior paint is only 4 years. Therefore, I find the Tenant is not liable for the painting of the walls but is responsible for the repairs of the holes in said walls. I find a reasonable amount to be \$500.00.

The Landlord requests the \$1279.00 of lost rental income because she affirms not being able to rent the unit again until September 15, 2024, because the of the time needed to finish repairs. However, she affirms not showing the rental unit prior to the Tenant vacating because she did not want cause trouble. I find the amount of time taken to do

the alleged repairs to be excessive, I further find that, by not showing the rental unit to prospective renters prior to the Tenant vacating, she neglected to minimize her potential losses as required. As such, I decline to award the Landlord compensation for loss of rental income.

I find that the landlord has established a claim for \$675.00 in damages. Therefore, I find the landlord is entitled to a Monetary Order of \$675.00 for damage to the rental unit or common areas under sections 32 and 67 of the Act

**Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested? If not, is the Tenant entitled to a Monetary Order for the return of all or a portion of their security deposit?**

As Condition Inspection Reports were completed in accordance with the Act and the Landlord applied for dispute resolution within 15 days of the Tenant vacating the rental unit, I find the Landlord is entitled to keep the full amount of the Tenant's security deposit.

**Is the Landlord entitled to recover the filing fee for this application from the Tennant?**

As the Landlord was successful in their application, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this application under section 72 of the Act.

**Is the Tennant entitled to recover the filing fee for this application from the Landlord?**

As the Tenant was not successful in this application, the Tenant's application for authorization to recover the filing fee for this application from the Landlord under section 72 of the Act is dismissed, without leave to reapply.

**Conclusion**

I grant the Landlord a Monetary Order in the amount of **\$1,743.42** under the following terms:

<b>Monetary Issue</b>	<b>Granted Amount</b>
a Monetary Order for unpaid rent under sections 67 of the Act	\$968.42
a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act	\$675.00
authorization to recover the filing fee for this application from the Tenant under section 72 of the Act	\$100.00
<b>Total Amount</b>	<b>\$1,743.42</b>

The Landlord is provided with this Order in the above terms and the Tenant(s) must be served with **this Order** as soon as possible. Should the Tenant(s) fail to comply with

this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

The Landlord may retain the tenant's security deposit of \$550.00 as partial satisfaction of the monetary order.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: September 25, 2024

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Residential Tenancy Branch