



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, MNR, MNSD, MND, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss; for a monetary Order for unpaid rent; for a monetary Order for damage; to keep all or part of the security deposit; and to recover the fee for filing this Application for Dispute Resolution.

The Landlord stated that on September 04, 2014 the Application for Dispute Resolution, the Notice of Hearing, and all of the documents/digital evidence the Landlord submitted to the Residential Tenancy Branch in February of 2015 were sent to the Tenant, via registered mail, at the service address noted on the Application. The Landlord submitted a Canada Post receipt that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Tenant did not appear at the hearing.

Issue(s) to be Decided

Is the Landlord entitled to compensation for unpaid rent and damage to the rental unit?
Is the Landlord entitled to retain all or part of the security deposit?

Background and Evidence

The Landlord stated that this tenancy began on April 26, 2014 and ended on July 31, 2014. He stated that the Tenant agreed to pay \$1,200.00 in monthly rent and that the Tenant paid a security deposit of \$500.00.

The Landlord stated that the Tenant only paid \$1,000.00 in rent for July of 2014 and he is seeking \$200.00 in unpaid rent for that month.

The Landlord is seeking compensation, in the amount of \$200.00, for cleaning the rental unit. The Landlord stated that the rental unit required cleaning at the end of the

tenancy and that he and his wife spent approximately twelve hours cleaning the unit. The Landlord submitted digital images of the rental unit that show the rental unit required cleaning.

The Landlord is seeking compensation, in the amount of \$100.00, for repairing walls and baseboards in the rental unit. The Landlord stated that the wall in the laundry room was damaged. The Landlord submitted a digital image of the wall damage. He stated that the baseboards beside the bathtub needed replacing as the Tenant had allowed water to accumulate at the base of the bathtub. The Landlord submitted digital images of the damaged baseboards. He stated that he spent approximately 1.5 hours repairing this damage.

The Landlord stated that the flooring was damaged during the tenancy, for which he is not seeking compensation. He is seeking compensation for the approximately 1.5 hours he spent replacing/painting the baseboards that had to be removed to repair the floor.

Analysis

On the basis of the undisputed evidence, I find that the Tenant failed to pay \$200.00 of the rent that was due for July of 2014. As he was required to pay rent when it is due, pursuant to section 26 of the *Residential Tenancy Act (Act)*, I find that the Tenant owes the Landlord \$200.00 in rent.

On the basis of the undisputed evidence, I find that the Tenant failed to comply with section 37(2) of the *Act* when he failed to leave the rental unit in reasonably clean condition at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for the twelve hours spent cleaning the rental unit. I find that the claim of \$200.00 for cleaning is more than reasonable compensation for the time spent cleaning and I grant that claim in full.

On the basis of the undisputed evidence, I find that the Tenant failed to comply with section 37(2) of the *Act* when he failed to leave the repair the damage to the wall, baseboards, and floor. I therefore find that the Landlord is entitled to compensation for the three hours spent repairing the wall and replacing the baseboards. I find that the claim of \$100.00 for these repairs is reasonable compensation for these repairs and I grant that claim in full.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the fee from the Tenant for the cost of this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of \$550.00, which is comprised on \$200.00 in unpaid rent, \$300.00 in damage, and \$50.00 in compensation

for the filing fee paid by the Landlord for this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to retain the Tenant's security deposit of \$500.00, in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$50.00. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

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: March 11, 2015

Residential Tenancy Branch

