



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes Landlord: MNDC MNSD FF
Tenant: MNSD FF

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (the “*Act*”).

The Landlord’s Application was received at the Residential Tenancy Branch on June 27, 2017. The Landlord applied for the following relief pursuant to the *Act*:

- a monetary order for money owed or compensation for damage or loss;
- an order allowing the Landlord to retain all or part of the security deposit and/or pet damage deposit in partial satisfaction of the claim; and
- an order granting recovery of the filing fee.

The Tenant’s Application was received at the Residential Tenancy Branch on May 29, 2017 (the “Tenant’s Application”). The Tenant applied for the following relief pursuant to the *Act*:

- an order that the Landlord return all or part of the security deposit and/or pet damage deposit; and
- an order granting recovery of the filing fee.

The Landlord attended the hearing on her own behalf and provided affirmed testimony. The Tenant did not attend the hearing. As the Tenant did not attend the hearing at the appointed time, the Tenant’s Application is dismissed, without leave to reapply.

The Landlord testified the Landlord’s Application package was served on the Tenant by registered mail on July 1, 2017. Pursuant to sections 89 and 90 of the *Act*, documents

served in this manner are deemed to be received five days later. I find the Tenant is deemed to have received the Landlord's Application package on July 6, 2017.

The Landlord was provided with the opportunity to present their 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 money owed or compensation for damage or loss?
- Is the Landlord entitled to an order allowing the Landlord to retain all or part of the security deposit or pet damage deposit?
- Is the Landlord entitled to an order granting recovery of the filing fee?

Background and Evidence

The Landlord testified the fixed-term tenancy began on October 1, 2016 and ended on April 1, 2017. During the tenancy, rent was due in the amount of \$1,000.00 per month. The Tenant paid a security deposit in the amount of \$500.00, which the Landlord holds.

The Landlord's monetary claim was summarized on a Monetary Order Worksheet, dated June 12, 2017. First, the Landlord claimed \$420.00 to repair drywall. According to the Landlord, the Tenant stuck about 30 glow-in-the-dark stickers to the ceiling, which was damaged when they were removed. A receipt was provided in support of this aspect of the claim.

Second, the Landlord claimed \$189.00 for professional cleaning in the rental unit. The Landlord described the rental unit as a "disaster". She testified there was kitty litter spread throughout the rental unit, that food was left on the stove and in the fridge, and that carpets were stained. Photographs and a receipt were provided in support of this aspect of the claim.

Third, the Landlord claimed \$175.74 for carpet cleaning in the rental unit. She advised there were a number of large stains on the carpet. Photographs and a receipt were provided in support of this aspect of the claim.

Fourth, the Landlord claimed \$90.00 to replace blinds, portions of which were cut out by the Tenant. Photographic images depicting the damaged blinds were submitted in support of this aspect of the claim.

Fifth, the Landlord claimed \$50.00 for parts and labour required to repair a laundry closet door. According to the Landlord, the door had been removed by the Tenant and the mechanism required to hang it had to be replaced.

Finally, the Landlord claimed \$100.00 in recovery of the filing fee paid to make the Landlord's Application, and requested that she be permitted to retain the security deposit in partial satisfaction of her claim.

Analysis

Based on all of the above, the unchallenged evidence and testimony, 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 Landlord provided unchallenged testimony and documentary evidence in support of the amounts claimed. I find that the damage caused by the Tenant was intention and beyond reasonable wear and tear. The Landlord is entitled to compensation in the amount claimed. Although the amounts claimed to replace blinds and repair a laundry closet door were estimates, I find these are reasonable amounts. Further, I order that the Landlord is permitted to retain the security deposit held in partial

satisfaction of her claim. Accordingly, pursuant to section 67 of the *Act*, I grant the Landlord a monetary order in the amount of \$524.74, which has been calculated as follows:

Item	Allowed
Cleaning and repairs:	\$924.74
Filing fee:	\$100.00
<i>LESS</i> security deposit:	(\$500.00)
TOTAL:	\$524.74

Conclusion

The Tenant's Application is dismissed, without leave to reapply.

Pursuant to section 67 of the *Act*, I grant the Landlord a monetary order in the amount of \$524.74. This order 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: November 29, 2017

Residential Tenancy Branch