



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BOUNDARY MANAGMENT INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNSD, FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- authorization to recover the filing fee for its application from the tenant, pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The parties acknowledged receipt of evidence submitted by the other. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

### Issue to be Decided

Is the landlord entitled to a monetary award for losses arising out of this tenancy?

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

Is the landlord entitled to recover the filing fee for this application from the tenant?

### Background, Evidence

The landlord's testimony is as follows. The tenancy began on November 1, 2015 and ended on August 31, 2017. The tenants were obligated to pay \$1200.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$600.00 security deposit that the landlord still holds. Written condition inspection reports were conducted at move in and move out. The landlord testified that the tenant did not clean the suite or the carpets to a condition that was reasonable. The landlord testified that the tenant left lots of garbage and debris behind which required the landlord to haul away. The landlord testified that the walls were so greasy that they decided that it "was just easier to paint than clean".

The landlord is applying for the following:

1.	Suite Cleaning	\$175.00
2.	Carpet Cleaning	120.00
3.	Garbage removal	142.50
4.	Painting	400.00
5.	Filing Fee	100.00
6.	Minus deposit	-600.00
	Total	<b>\$337.50</b>

The tenant gave the following testimony. The tenant does not dispute the cleaning and garbage removal claims and takes full responsibility for them. The tenant testified that the carpets were previously stained to moving in and did not shampoo them at move out. The tenant testified that the walls did not require repainting and that there wasn't any damage to them.

### Analysis

While I have turned my mind to all the documentary evidence and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the landlord's claim and my findings around each are set out below.

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay

compensation to the other party. **In order to claim for damage or loss under the Act, the party claiming the damage or loss bears the burden of proof.** The claimant must provide **sufficient evidence of the following four factors**; the existence of the damage/loss, that it stemmed directly from a violation of the agreement or a contravention of the Act on the part of the other party, the applicant must also show that they followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed, and that if that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

I address the landlords' claims and my findings as follows.

Suite cleaning \$175.00 and Garbage removal \$142.50

The tenant accepts responsibility for this claim, accordingly; the landlord is entitled to \$317.50.

Carpet Cleaning - \$120.00

The tenant confirmed that she did not clean the carpets at move out. Residential Tenancy Policy Guideline 1 addresses this issue as follows:

*"The tenant is responsible for periodic cleaning of the carpets to maintain reasonable standards of cleanliness. Generally, at the end of the tenancy the tenant will be held responsible for steam cleaning or shampooing the carpets after a tenancy of one year".*

Based on the above, I find that the landlord is entitled to \$120.00.

Painting - \$400.00

The landlord testified that it "was just easier to paint the walls than clean them". The landlord had professional cleaners cleaning the suite and could have had them clean the walls. The landlord has not provided sufficient evidence to show that the walls needed painting or sufficient justification for this claim, accordingly; I dismiss this portion of the landlords claim.

The landlord is entitled to the recovery of the 100.00 filing fee.

Conclusion

The landlord has established a claim for \$537.50. The landlord is entitled to retain that amount from the security deposit and return the remaining \$62.50 to the tenant. I grant the tenant an order under section 67 for the balance due of \$62.50. This order may be filed in the 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: April 17, 2018

---

Residential Tenancy Branch