



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding COLUMBIA PROPERTY MANAGEMENT LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDCL-S, MNDL-S, FFL

### Introduction

This decision is in respect of the landlord's application for dispute resolution under the *Residential Tenancy Act* (the "Act") made on June 13, 2018. The landlord seeks the following remedies:

1. an order for compensation for damages and cleaning costs for the rental unit, pursuant to section 67 of the Act; and,
2. an order for compensation for recovery of the filing fee, pursuant to section 72(1) of the Act.

A dispute resolution hearing was convened on November 6, 2018 and the landlord's agent (hereafter referred to as the "landlord") attended, was given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The tenants did not attend the hearing.

The landlord testified that the Notice of Dispute Resolution package (the "package") was served on the tenants by registered mail, and that the tenants received and picked up the package on June 19, 2018. A copy of the registered mail receipt and tracking number was submitted into evidence by the landlord. Based on the oral and documentary evidence of the landlord, I find that the landlord served the tenants with the package in compliance with section 89(1)(c) of the Act.

While I have reviewed all oral and documentary evidence submitted that met the requirements of the *Rules of Procedure* and to which I was referred, only evidence relevant to the issues of this application are considered in my decision.

### Issues

1. Is the landlord entitled to an order for compensation for damages and cleaning costs for the rental unit?
2. Is the landlord entitled to an order for compensation for recovery of the filing fee?

### Background and Evidence

The landlord testified that the parties commenced a tenancy agreement on September 1, 2016, and that the tenancy ended on June 1, 2018. Monthly rent, due on the first of the month was \$950.00. Rent later increased to \$985.00. The tenants paid a security deposit of \$475.00, of which the landlord currently holds. A copy of the written tenancy agreement was submitted into evidence by the landlord.

In addition, the landlord conducted and completed a move-in and move-out inspection report; copies of those reports were submitted into evidence.

The tenants provided a copy of their forwarding address to the landlord, in writing, by leaving it on a counter of the rental unit, on June 1, 2018. A copy of the tenants' forwarding address was submitted into evidence.

In regard to the landlord's claim, the claim is for the following items and corresponding amounts (which were itemized on a Monetary Order Worksheet, submitted by the landlord, and for which there were submitted corroborating receipts and photographs):

Rental unit cleaning	\$275.00
Carpet cleaning	89.25
Key fob replacement	80.00
<u>Door replacement</u>	<u>743.96</u>
<u>Total claim</u>	<u>\$1,188.21</u>

The landlord also seeks compensation for recovery of the filing fee of \$100.00.

### Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim. In this case, the landlord claims for compensation in relation to damage to the rental unit and for cleaning costs.

Section 7 of the Act states that if a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act states that if damage or loss results from a party not complying with the Act, the regulations or a tenancy agreement, an arbitrator may determine the amount of, and order that party to pay, compensation to the other party.

In deciding whether compensation is due, I must apply the following four-part test:

1. has a party to a tenancy agreement failed to comply with the Act, the *Residential Tenancy Regulation*, or the tenancy agreement?
2. if yes, did loss or damage result from that non-compliance?
3. has the party who suffered loss or damage proven the amount or value of that damage or loss?
4. has the party who suffered the loss or damage that resulted from the other's non-compliance done whatever is reasonable to minimize the damage or loss?

Subsection 37(2) of the Act states that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

In this case, the landlord claims that the tenants did not leave the rental unit reasonably clean and undamaged, resulting in the landlord having to clean the rental unit, clean the carpets, and repair 4 damaged doors. I find that, based on the undisputed oral and documentary evidence of the landlord, the tenants failed to comply with the Act. And, but for the tenants' non-compliance with the Act, that the landlord would not have suffered the losses and damage claimed for.

The landlord has, by way of oral and documentary evidence, proven the exact dollar amounts of the damage and other compensatory losses.

Finally, I find that the landlord acted reasonably in minimizing its losses by having completed the Condition Inspection Reports both at the start and end of the tenancy, by taking photographs of the damage immediately at the end of the tenancy, by having the repairs and cleaning done fairly soon after the tenancy ended, and, by applying for dispute resolution claiming against the security deposit within the 15 days as required under the Act.

Having carefully considered all the undisputed oral testimony and documentary evidence presented before me, and applying the law to the facts, I find on a balance of probabilities that the landlord has met the onus of proving its claim for compensation in the amount of \$1,188.21.

I further find that, as the landlord was successful in its claim, it is entitled to compensation in the amount of \$100.00 for recovery of the filing fee.

Given the above, I grant the landlord a total monetary award in the amount of \$1,288.21. I order that the landlord may retain the tenants' security deposit of \$475.00 in partial satisfaction of this award. I grant the landlord a monetary order in the amount of \$813.21 ( $\$1,188.21 + \$100.00 - \$475.00 = \$813.21$ ).

### Conclusion

I hereby grant the landlord a monetary order in the amount of \$813.21 which must be served on the tenants. The order may be filed in, and enforced as an order of, the Provincial Court of British Columbia.

This decision is final and binding, unless otherwise permitted under the Act, and is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: November 6, 2018

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Residential Tenancy Branch