



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND-S, FF

Introduction

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

- a monetary order for damage to the rental unit pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover their filing fee for this application from the tenant pursuant to section 72.

The landlords attended the hearing via conference call and provided affirmed testimony. The tenants did not attend or submit any documentary evidence. The landlords stated that each of the two tenants were each served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on November 8, 2019.

I accept the undisputed affirmed evidence of the landlords and find that the tenants were sufficiently served as per sections 88 and 89 of the Act. Although the tenants did not attend, I find that the tenants are deemed served as per section 90 of the Act.

Issue(s) to be Decided

Are the landlords entitled to a monetary order for damage and recovery of the filing fee?
Are the landlords entitled to retain all or part of the security deposit?

Background and Evidence

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 / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on November 29, 2018 on a sub-lease until October 31, 2019 as per the submitted copy of the signed tenancy agreement dated November 7, 2018. The monthly rent was \$2,400.00 payable on the 1st day of each month. A security deposit of \$1,200.00 was paid.

The landlords seek a monetary claim for damage to the rental unit of \$1,313.94 which consists of:

\$543.19	Mattress
\$120.75	Removal of Damaged Items
\$150.00	Estimated Replacement, Duvet/Bedding
\$200.00	Water Damage Repairs, Window sills
\$200.00	Cleaning, 4 hours
\$100.00	Filing Fee

The landlords claim that the rental unit was vacated by the tenants leaving it dirty and damaged on October 30, 2019. The landlords stated that the tenants caused damage to the furnished rental unit leaving it with a stained carpet, stained mattress, stained bedding and water damaged window sills and that it required significant cleaning. The landlord provided photographs of the rental unit at the end of tenancy and a completed condition inspection report by both parties for the move-in and the move-out to show a comparison of the rental unit before and after the tenants took possession. The condition inspection report for the move-out dated October 30, 2019 noted, "stained carpets", "stained mattress" and "overall cleaning needed". The landlords also submitted copies of photographs of the rental unit at the end of tenancy. The landlords stated that as a result the premises was re-rented as an unfurnished unit and that the mattress was not replaced and bedding/duvet were not replaced. The landlords stated that during the tenancy (1 month after the start of tenancy) the tenants damaged all of the windows sills with water requiring repairs. The landlords stated that an estimated 6 hours of repair work over 3 days was needed to repair the water damage on all of the window sills as the work was performed by the landlords. The landlords provided a copy of an email exchange with the tenants who had acknowledged responsibility for the water damage. The landlords also provided details that significant cleaning was required for the overall unit of 8 hours, 4 hours for each landlord at \$25.00 per hour.

In support of these claims the landlords have submitted copies of:

Screen shot of junk removal cost receipt dated October 31, 2019
Screen shot of mattress receipt dated March 21, 2018
Screen shot of online advertisement for duvet set
A completed condition inspection report for the move-in dated December 1, 2018
A completed condition inspection report for the move-out dated October 30, 2019
46 photographs of the rental unit at the end of tenancy
2 email exchange between the parties regarding water damage

Analysis

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 prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. In this case, the onus is on the landlord to prove on the balance of probabilities that the tenant caused the damage and that it was beyond reasonable wear and tear that could be expected for a rental unit of this age.

I accept the undisputed affirmed testimony of the landlords and find on a balance of probabilities that the landlords have provided sufficient evidence of damage caused by the tenants to a mattress, bedding and window sills. I also find that the tenants vacated the rental unit leaving it requiring "significant cleaning" as claimed by the landlords based upon the submitted photographs and the completed condition inspection reports. The landlords have been successful in establishing a claim for \$1,313.94 as applied.

In offsetting the landlords claims, I authorize the landlords to withhold \$1,200.00 in partial satisfaction of the claim.

Conclusion

The landlord is granted a monetary order for \$1,13.94.

This order must be served upon the tenants. Should the tenants fail to comply with this order, the order may be filed in the Small Claims Division of the Provincial 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 23, 2020

Residential Tenancy Branch