

DECISION

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") for:

- a Monetary Order for unpaid rent under section 67 of the Act
- a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act
- a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

I find that the Tenant(s) acknowledged service of the Proceeding Package and are duly served in accordance with the Act.

Service of Evidence

Based on the submissions before me, I find that the Landlord's evidence was served to the Tenant in accordance with section 88 of the Act. However, the Landlord confirmed not providing a copy of her video evidence to the Tenant. Therefore, the video will not be considered.

The Tenant confirmed not submitting any evidence nor serving any evidence to the Landlord.

Issues to be Decided

Is the landlord entitled to a Monetary Order for unpaid rent?

Is the landlord entitled to a Monetary Order for damage to the rental unit or common areas?

Is the landlord entitled to a Monetary Order for compensation for damage or loss under the Act?

Is the Landlord entitled to recover the filing fee for this application from the Tennant?

Facts and Analysis

I have reviewed all evidence, including the testimony of the parties, but will refer only to what I find relevant for my decision.

Both parties agree the Tenants vacated the rental unit on October 2, 2023.

Both parties agree the Landlord has not returned the Tenant's security deposit of \$1100.00.

The Landlord provided a copy of a Monetary Order Worksheet which requesting \$840.00 for cleaning costs and \$600.00 of dry wall damage.

Both parties agreed that a Condition Inspection Report (CIR) was not done on move in. The Landlord affirms that a CIR was done on move out, but the Tenant, denies that any formal, written report was done, and affirms never receiving a copy of such. The Landlord provided a copy of the move CIR, but the Landlord has signed both the move in section and move out section, while the Tenant has not signed at all.

As both parties agree that a CIR was not done on move in, and the CIR provided by the Landlord has the Landlord's signature in both sections, move in and move out, I find it most likely that the Landlord completed this CIR on their own, without the proper, required input from the Tenant. Therefore, I will not consider the Landlord's Condition Inspection Report.

Is the landlord entitled to a Monetary Order for unpaid rent?

The Landlord confirms that this was applied for in error. Therefore, it was not adjudicated.

Is the landlord entitled to a Monetary Order for damage to the rental unit or common areas?

To be awarded compensation for a breach of the Act, the landlord must prove:

- the tenant has failed to comply with the Act, regulation or tenancy agreement
- loss or damage has resulted from this failure to comply
- the amount of or value of the damage or loss
- the landlord acted reasonably to minimize that damage or loss

The Landlord provided photographs of a vertical crack in the drywall near a door frame, a broken fridge shelf, a stove door that appears to not close completely, and a toilet with a missing lid.

The Landlord did not provide receipts, or other proof, to show the cost, to replace, or repair, the fridge shelf, the stove door, or toilet lid.

The Landlord did not provide a copy of a receipt, invoice, or estimate for the work required to fix the drywall damage. She affirms getting only a verbal estimate, and that the price estimated has changed several times. She affirms the wall remains unfixed.

I find the Landlord has failed to establish the value of the alleged damage. Furthermore, in the absence of a proper Condition Inspection Report, I cannot determine if the damage was caused by the Tenant. Therefore, I dismiss, without leave to reapply, the Landlord's application for a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act.

Is the landlord entitled to a Monetary Order for compensation for damage or loss under the Act?

To be awarded compensation for a breach of the Act, the landlord must prove:

- the tenant has failed to comply with the Act, regulation or tenancy agreement
- loss or damage has resulted from this failure to comply
- the amount of or value of the damage or loss
- the landlord acted reasonably to minimize that damage or loss

The Landlord provided photographs of an oily kitchen hood, and a small amount of detritus beneath the elbow of the kitchen sink drain. These pictures are dated October 6, 2023.

The Tenant denies leaving the rental unit in a dirty condition and affirms spending 10 hours cleaning before vacating. She further affirms that the Landlord told her she was satisfied with the condition of the rental unit and would return the security deposit.

The Landlord provided a copy of a receipt, dated October 6, 2023, for \$840.00. The receipt is handwritten on a generic receipt slip and does not specify that it is for cleaning. Furthermore, the name in the "received from" section is not the Landlord's and is the same as receiver's name. The Landlord affirms the receipt is for cleaning the rental unit and that she did pay the receiver.

I find the Landlord's photographs taken after the Tenant vacated the rental unit do not show a rental unit in need of \$840.00 of cleaning. I further find the receipt, allegedly for cleaning, to be insufficient proof of loss incurred by required cleaning, in and of itself, because of the aforementioned issues with said receipt.

I find the Landlord has failed to establish the value of their alleged loss. Therefore, I dismiss, without leave to reapply, the Landlord's application for a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act.

Is the Landlord entitled to recover the filing fee for this application from the Tenant?

As the Landlord was not successful in this application, the Landlord's application for authorization to recover the filing fee for this application from the Tenant under section 72 of the Act is dismissed, without leave to reapply.

Conclusion

The Landlord's application is dismissed, without leave to reapply, in its entirety.

I order the Landlord to return the full amount of the Tenant's security deposit, \$1100.00, plus interest, to the address used to serve the Tenant the Notice of Dispute Resolution Proceeding, or by e-transfer, within 15 days of the date of this decision.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated:

June 6, 2024

Residential Tenancy Branch