



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

CORRECTION TO DECISION

Dispute Codes MND, MNR, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlords for a Monetary Order for unpaid rent, for damage to the rental unit, for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)* and to recover the cost of the filing fee.

Service of the hearing documents, by the landlords to the tenants, was done in accordance with section 89 of the *Act*; each tenant was served in person on September 25, 2009. The landlords witness gave a sworn statement that she witnessed the landlords serve the tenants on this day.

The landlords appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in writing, and in documentary form. There was no appearance for the tenants, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issues(s) to be Decided

This is a request for a monetary order for \$2,833.82, for unpaid rent, damages and compensation for damage or loss and a request for an order for the respondent to bear the cost of the filing fee paid for this application.

Background and Evidence

This tenancy started on October 10, 2008 and ended on February 28, 2009. The monthly rent for this property was \$1,800.00 and was due on the first of each month. At a previous hearing the landlord was awarded an Order of Possession and a Monetary Order. Part of this Monetary



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Order was for a loss of Revenue for first half of the month of February. The landlords were given leave to reapply for the remainder of their claim at that time.

The landlord claims that the tenants did not completely move from the rental property or return the keys until February 28, 2009. They seek the last half of rent for February, 2009 as a loss of income due to this to an amount of \$900.00.

When the tenants had vacated the rental property the landlords discovered that the tenants had not cleaned the carpets which the landlords did at a cost of \$162.75 (receipts provided). The landlords found a rip in the master bedroom carpet which has caused them to have to replace the carpet in this room to a cost of \$1354.19 (receipt provided). This carpet was approximately four years old and the move in condition inspection report shows that this rip was not in the carpet when the tenants moved into the property. The landlord has provided photographic evidence of these items. The landlords have provided the gas bill for the period up to the end of the tenancy which they paid on behalf of the tenants at a cost of \$142.12. The landlords have also paid the BC Hydro bill at a cost of \$50.00 however no bill has been provided in evidence for this amount. The landlords also seek the costs incurred for document service at an amount of \$16.88 however they have not provided a receipt showing the actual cost incurred.

The landlords also found a significant amount of garbage had been left in the property and yard including pet waste which they removed themselves and are seeking compensation of \$100.00. The landlords also had to repair an area of grass in the yard and seek compensation of \$50.00. The landlords also had to repair the fence and the front steps to the property and are seeking compensation of \$50.00 for each of these repairs. The landlord has provided photograph evidence of these items.

Analysis

I have carefully considered all the evidence before me, including the affirmed evidence of the landlords. The tenants have failed to appear at this hearing despite having been given Notice to

do so. Therefore in the absence of any evidence from the tenants I have applied a test for damages to the rental property.

TEST FOR DAMAGE AND LOSS CLAIMS

- Proof that the damage or loss exists
- Proof that this damage or loss happened solely because of the actions or neglect of the respondent in violation of the Act or agreement
- Verification of the actual amount required to compensate for the claimed loss or to rectify the damage.
- Proof that the claimant followed S. 7(2) of the Act by taking steps to mitigate or minimize the loss or damage.

In this instance the burden of proof is on the claimant to prove the existence of the damage or loss and that it stemmed directly from a violation of the agreement or contravention of the Act on the part of the tenants. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. Finally it must be proven that the claimant did everything possible to address the situation and to mitigate the damage or losses that were incurred.

I find that the landlords have provided sufficient evidence to support their claim in most areas and they are able to meet all of the components of the above test in these areas.

I find the landlords are entitled to **\$900.00** for half of February's rent because the tenants did not move from the property until the end of February, 2009.

I find the landlords are entitled to claim for damage to the master bedroom carpet. As a carpet is generally considered to have a life of 10 years I will deduct a 20% of the landlords claim as the carpet was four years old. Therefore I find the landlord is entitled to recover to an amount of **\$1,083.36**. I also find the tenants did not clean the carpets at the end of their tenancy. The Residential Tenancy Policy Guidelines #1 state that generally at the end of a tenancy the tenants will be held responsible for steam cleaning or shampooing the carpets after a tenancy of one year. Therefore, I find the landlord is entitled to recover the cleaning costs of **\$162.73**.

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I find the landlord has provided a receipt for the gas bill and as such are entitled to recover the amount of \$142.12 from the tenants. However, they have not provided any evidence to show the actual amount they paid for the Hydro bill and as such this section of their claim is dismissed. The landlord has not provided any receipts showing the actual amount paid for service of the hearing documents therefore, this section of their claim is also dismissed.

With regard to the landlords claim for compensation for the removal of garbage and pet waste and for repairs to the back yard grass, the fence and the front door steps I find due to the photographic evidence provided and the move in condition report provided at this damage was done during the tenancy and therefore the tenants must bear the responsibility for this things. I find the landlord is entitled to be compensated for their time and materials at a cost of **\$250.00**

As the landlords have been largely successful with their claim they are also entitled to recover the **\$50.00** filing fee paid for this application. A monetary Order has been issued for the following amount:

| | |
|---------------------------------------|------------------|
| <u>Unpaid rent for February, 2009</u> | <u>\$900.00</u> |
| Carpet in master bedroom | \$1083.36 |
| Carpet cleaning | \$162.75 |
| Gas bill | \$142.12 |
| Removal of garbage and pet waste | \$100.00 |
| Damage to grass | \$50.00 |
| Damage to fence | \$50.00 |
| Damage to steps | \$50.00 |
| Filing fee | \$50.00 |
| Total amount due to landlords | <u>\$2588.23</u> |



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Conclusion

I HEREBY FIND in partial favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$2,588.23**. The order must be served on the respondents and is enforceable through the Provincial Court 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*.

NOTE: THIS DECISION CORRECTS AND REPLACES THE DECISION I ISSUED ON January 13, 2010, IN WHICH I HAD INADVERTENTLY OMITTED TO INCLUDE THE UNPAID RENT FOR FEBRUARY 2009.

Dated: January 26, 2010.

Dispute Resolution Officer