

DECISION

Dispute Codes MND, FF

Introduction

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

- a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover their filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing. The landlords attended the hearing and were given a full opportunity to be heard, to present evidence and to make submissions. The landlords testified that they sent the tenant a copy of the application for dispute resolution by registered mail on June 4, 2010. They provided a copy of the Canada Post Tracking Number. The registered mail was returned to them by Canada Post. I am satisfied that the landlords have served the tenant with the application for dispute resolution in accordance with the *Act*.

Issues(s) to be Decided

Are the landlords entitled to a monetary order? Are the landlords entitled to recover the filing fee for this application from the tenant?

Background and Evidence

The landlords testified that this tenancy commenced on November 1, 2000. At the time that the tenant vacated the rental premises on September 15, 2009, the tenant was paying \$1,050.00 in monthly rent. The landlords testified that the tenant paid a security deposit on October 7, 2000. They said that the tenant has received a monetary order from a Dispute Resolution Officer regarding the return of the tenant's security deposit. The landlords applied for a monetary order in the amount of \$398.70 for the following items and for recovery of their \$50.00 filing fee for this application.

Item	Amount
Carpet Cleaning Following End of Tenancy to Remove Dog Urine	\$308.70
N.S.F. Cheque Fee June 2009	20.00
N.S.F. Cheque Fee August 2009	20.00
Lease Termination Fee	50.00
Total Monetary Award	\$398.70

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, a Dispute Resolution Officer 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.

To support their claim for carpet cleaning expenses, the landlords submitted a copy of a November 18, 2009 receipt for carpet cleaning paid by the new tenants who moved into the rental premises. The landlords testified that the new tenants had this work done because the smell of dog urine needed to be removed from the carpets. The landlords said that the new tenants asked for reimbursement of \$308.70 of the overall bill for \$514.50 submitted into evidence. The landlords testified that the \$308.70 portion of the overall carpet cleaning bill they paid to the new tenants was arrived at by adding \$14.70 for GST to the base cost of \$294.00 identified as a line item on the new tenant's bill.

In reviewing the receipt submitted by the landlords, there were two separate work orders listed as line items. The first of these was for \$196.00, a charge that was listed as "Specialty Clean Urine Odour." The second line item was a \$294.00 charge for "Extra hour and a half."

Based on the receipts presented into evidence, I grant the landlord a monetary award of \$205.80 for carpet cleaning. This figure is arrived at by adding the \$196.00 charge for the first line item in their receipt, the item specifically identifying their stated purpose for the cleaning, to the \$9.80 charge for GST applicable to that amount.

I also grant the landlord a monetary award of \$50.00 for the lease termination fee. In making this decision, I rely on section 4 of the Residential Tenancy Agreement (RTA) entered into evidence by the landlords. This section confirms that “the Tenant agrees to pay the sum of \$50.00 to the Landlord on notice of termination of lease.”

I deny the landlord’s application for a monetary award of \$40.00 for N.S.F. fees for June and August 2009. The landlord did not provide written proof that these payments were included in an appendix added to the RTA. They did not provide proof that rent payments were late for the two months in question.

Conclusion

I issue the landlords a monetary Order in the amount of \$305.80 which includes the landlords’ \$50.00 filing fee for their application for dispute resolution.

The landlords are provided with these Orders in the above terms and the tenant must be served with a copy of these Orders as soon as possible. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: September 17, 2010

Dispute Resolution Officer