

DECISION

Dispute Codes MND, MNR, MNSD, MNDC

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution for a monetary order.

The hearing was conducted via teleconference and was attended by the landlord only. The tenants did not attend.

The landlord provided confirmation that the notice of hearing documents were served to the tenants on May 19, 2010 via registered mail. I accept the tenants have been sufficiently served with notice of this hearing.

Issues(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid utilities; for compensation for damage to the rental unit; for compensation for damage or loss; for all or part of the security deposit, pursuant to sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord provided the following documents as evidence;

- A copy of a tenancy agreement signed by the parties on August 8, 2008 for a 6 month fixed term tenancy beginning on September 1, 2008 that converted to a month to month tenancy at the end of the fixed term for a monthly rent of \$1,800.00 due on the 1st of the month and a security deposit of \$900.00 was paid on August 8, 2010;
- Photographs of the condition of the rental unit prior to the start of the tenancy;
- Photographs of the rental unit at the end of the tenancy;
- Detailed documentary evidence outlining the damages, including noting substantial damages to floors; paint treatments; countertops; general cleaning including windows;
- An agreement signed by the male tenant agreeing to pay for carpet renewal should carpet cleaning not fix the carpets;
- An agreement signed by the male tenant to pay for all cleaning and painting if required;

- An agreement signed by the male tenant acknowledging commitment to pay water utility bill when it is received;
- E-mail correspondence from the landlord to the tenants outlining the total costs of damages dated April 20, 2010 giving the tenants 10 days to respond; and
- Receipts for all items claimed.

The landlord has identified the costs she is claiming as follows:

Description	Amount
Carpet Cleaning	\$309.70
General House Cleaning	\$551.25
Garbage Disposal	\$130.71
Various supplies (hardware)	\$81.89
Flooring	\$2000.08
Kitchen Cabinet Door Replacement	\$128.80
Water utility	\$156.24
Total	\$3358.67

Analysis

In order to be successful in a claim for compensation for loss or damages the onus of proof is on the party making the claim to provide sufficient evidence to support the following 4 points:

1. The loss or damage exists;
2. The loss or damage results from a violation of the Act, regulation or tenancy agreement;
3. The value of the damage or loss; and
4. The steps taken to mitigate the damage or loss.

I find the landlord's photographic and documentary evidence has established that damage exists. Section 37 of the *Act* requires a tenant who vacates a rental unit to leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. I also find the landlord's evidence supports that the tenants violated Section 37 when they vacated the rental unit.

I find the landlord has established the value of the damage and repairs through the provision of receipts and statements. As the landlord has indicated the work was completed by family members and that they chose laminated flooring as carpet replacement would have been 3 times as costly, I find the landlord has taken reasonable steps to mitigate the loss suffered.

Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$3408.67** comprised of \$3358.67 compensation owed as per the above table and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$901.14 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$2,507.53**. This order must be served on the tenants and may be filed in the Provincial Court (Small Claims) 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: October 01, 2010.

Dispute Resolution Officer