



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNR, MND, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord to obtain a Monetary Order for unpaid rent and for damage to the rental unit. The landlord also seeks to recover the cost of the filing fee.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*, sent via registered mail on October 04, 2010. Mail receipt numbers were provided in the landlord's documentary evidence. The tenant was deemed to be served the hearing documents on October 09, 2010, the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlords agents 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 tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

- Are the landlords entitled to a Monetary Order to recover unpaid rent?
- Are the landlords entitled to a Monetary Order for damage to the rental unit?

Background and Evidence

The landlords' agent undisputed testimony states that this tenancy started on November 29, 2007 and the tenants lease was renewed on January 01, 2009 when the occupancy within the

unit changed. The tenant paid a monthly rent of \$442.00 and rent was due on the 1st of each month. The tenant moved from the rental unit on September 02, 2009.

The landlords' agent testifies that the tenant had an outstanding amount of rent from August 2009 of \$142.00. The landlord seeks to recover this amount from the tenant.

The landlords' agent testifies that the tenant did not clean the rental unit at the end of the tenancy. The landlord incurred costs of \$165.00 to clean the unit and \$52.50 to have the carpets cleaned. Invoices for this work have been provided in the landlords' evidence.

The landlords' agent testifies that the tenant left the toilet seat hinge broken and the seat had to be replaced at a cost of \$6.91. The landlord also found the toilet tank lid was also damaged and this was replaced with a used lid at a cost of \$15.00. The landlord seeks to recover the sum of \$15.00 in maintenance costs to replace these items. The landlord has provided photographs of the damage and the condition inspection reports in evidence.

The landlord also seeks to recover the \$50.00 filing fee for this proceeding.

Analysis

The tenant did not appear at the hearing to dispute the landlords claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenant, I have carefully considered the landlords' agent documentary evidence and affirmed testimony before me.

It is my decision that the landlord has established her claim for unpaid rent for August 2009 to the sum of **\$142.00**. Consequently, the landlord is entitled to a Monetary Order to recover this amount from the tenant pursuant to s. 67 of the *Act*.

When making a claim for damages under a tenancy agreement or the *Act*, the party making the allegations has the burden of proving their claim. Proving a claim in damages requires that it be established that the damage or loss occurred, that the damage or loss was a result of a breach

of the tenancy agreement or Act, verification of the actual loss or damage claimed and proof that the party took all reasonable measures to mitigate their loss.

In this instance I find the landlord has meet the burden of proof in this matter that the tenant cause damage to the toilet seat and lid and is therefore entitled to recover the costs associated with this to the sum of **\$36.91** pursuant to s. 67 of the Act.

The Residential Tenancy Policy Guidelines #1 states: Generally, at the end of the tenancy the tenant will be held responsible for steam cleaning or shampooing the carpets after a tenancy of one year. The landlord has provided sufficient evidence to show that the carpets required cleaning at the end of the tenancy; consequently, the landlord is entitled to recover the sum of **\$52.50** from the tenant pursuant to s. 67 of the Act.

Section 32(2) of the Act states: *A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.* I find the landlord has provided sufficient evidence that the tenant did not leave the rental unit in a reasonably clean condition at the end of the tenancy; consequently; the landlord is entitled to recover the cleaning costs from the tenant to the sum of **\$165.00** pursuant to s. 67 of the Act.

As the landlord has been successful with her claim I find she is entitled to recover the **\$50.00** filing fee from the tenant pursuant to section 72(1) of the Act. A Monetary Order has been issued for the following amount:

Unpaid rent for August 2009	\$142.00
Carpet cleaning	\$52.50
Damages to toilet and labour costs	\$36.91
Subtotal	\$396.41
Plus Filing fee	\$50.00
Total amount due to the landlord	\$419.41

Conclusion

I HEREBY FIND in favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$419.41**. The order must be served on the respondent 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*.

Dated: February 03, 2011.

Residential Tenancy Branch