



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNSD, MNDC, FF

### Introduction

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

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

The landlord had originally applied for dispute resolution on May 6, 2011 seeking rent and insufficient fund charges in the amount of \$860.00, she amended her Application on May 27, 2011 to include additional charges for a total claim of \$2,500.00. The landlord submitted an additional amendment on July 29, 2011 to increase her total claim to \$3,886.26.

The landlord testified that she served the tenants with notice of this hearing and with her amended application personally prior to the end of the tenancy but that she was not able to locate the tenants to serve them with her 2<sup>nd</sup> amendment. As a result, I do not accept the 2<sup>nd</sup> amendment but will proceed on the landlord's claim for \$2,500.00. The landlord remains at liberty to file a new Application to claim any additional losses.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for damage to the rental unit; for additional damages or loss; for all or part of the security deposit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The landlord testified the tenancy began as a month to month tenancy on or about May 24, 2006 and that the monthly rent when the tenancy ended on June 2, 2011 was \$825.00 due on the 1<sup>st</sup> of each month. The landlord testified the tenants paid a security deposit of \$387.50.

The landlord testified that the tenants placed a stop payment on their rent cheque made payable to the landlord for May 1, 2011. As a result the landlord did not receive rent for the month of May, 2011 and the landlord incurred additional debt when the tenant's

bank charged her \$5.00 for attempting to negotiate this cheque. The landlord testified also that the tenant owed her \$30.00 for previous cheques returned from the tenant's bank as insufficient funds.

The landlord testified that the tenants had broken the toilet and caused substantial damage when the bathroom and 1 bedroom flooded as a result. The landlord submitted a receipt for removal and replacement of the toilet and the affected carpeting for a total value of \$200.00.

The landlord is also claiming for replacement of carpets throughout the rental unit in the amount of \$800.00 but has provided no estimates or receipts. The landlord claims and has submitted receipts for garbage removal in the amount of \$336.00 and bed bug treatment for \$274.40.

The landlord has provided several photographs documenting the condition of the rental unit at the end of the tenancy including garbage in every room; no cleaning completed; cigarette burns and stains in the carpeting; and marker writing on appliances.

### Analysis

To be successful in a claim for compensation for damage or loss the party making the claim must provide sufficient evidence to establish the following 4 points:

1. That there is a damage or loss;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. The steps taken, if any, to mitigate any damage or loss.

Section 37 of the *Act* requires a tenant, when vacating a rental unit, to leave the unit reasonably clean and undamaged except for reasonable wear and tear. I accept from the landlord's testimony and photographic evidence that the landlord suffer a loss and that the loss results from the tenant's lack of compliance with Section 37 for the condition of the rental unit at the end of the tenancy and for the failure to pay rent for the month of May 2011 and bank charges.

I find the landlord has provided sufficient evidence to establish the value of the loss for rent; bank charges; garbage removal; toilet and carpet removal and bedbug treatment. However, I find the landlord has failed to establish any additional value of losses or damages.

### Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,720.40** comprised of \$860 rent and fees owed; \$336.00 garbage removal; \$ 274.40 bedbug treatment; \$200.00 toilet and carpet removal and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit (\$387.50) and interest (\$12.95) held in the amount of \$400.45 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$1,319.95**. This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: August 18, 2011.

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Residential Tenancy Branch