



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MND, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for damages to the unit – Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

### Background and Evidence

The most recent consecutive tenancy (the “third tenancy”) began on July 1, 2010 and ended January 31, 2011. Rent in the amount of \$750.00 was payable in advance on the first day of each month. The Parties had two earlier consecutive tenancies: the first tenancy commenced January 2002 and the second tenancy, at a different location, commenced March 2007. The third tenancy was in a different unit at the same address as the second tenancy. At the outset of the first tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$450.00 and carried this deposit over for the next two consecutive tenancies.

The Landlord states that during the second tenancy, the Tenant failed to rent for January 2008 and made payment throughout the tenancy but failed to pay a remaining

amount of \$125.00 and claims this amount as still outstanding. The Tenant states that the missed rent was fully paid during the second tenancy.

The Landlord states that the Tenant failed to pay the January 2011 hydro bill in the amount of \$87.88 and that the Landlord paid this amount to the other tenant who was sharing the hydro costs with the Tenant. The Tenant states that the hydro bills were in the Tenant's name and that all amounts owing to the hydro company were paid.

The Landlord states that the Tenant failed to clean the carpets upon move-out and claims the amount of \$168.00. The Landlord supplied letters from two persons: one noted that the carpets were unclean at move-out and a second notes the carpet cleaning done by the Landlord. The Tenant states that the carpets were cleaned at move-out and that the Tenant paid a 3<sup>rd</sup> party the amount of \$175.00 for this cleaning. The Landlord states that the carpets in the unit were about 7 years old.

### Analysis

In a claim for damage or loss under the Act, the party claiming costs for the damage or loss has the burden to prove on a balance of probabilities that the damage or loss claimed was caused by the responding party. Considering witness evidence supplied through letters by the Landlord and the lack of witness evidence of cleaning by the Tenant, I find that the Landlord has substantiated on a balance of probabilities that the carpets were unclean at the end of the tenancy and that the Landlord incurred a cost for the cleaning. Accordingly I find that the Landlord is entitled to the amount of **\$168.00**. Considering that the unpaid rent being claimed by the Landlord is in relation to the second tenancy and not in relation to the tenancy under dispute, I dismiss this part of the application. The Landlord is at liberty to pursue this claim through separate application. Considering the evidence of the Tenant that the utilities were in the Tenant's name and considering the lack of a bill provided as evidence by the Landlord, I dismiss this part of the Landlord's application. As a part of the Landlord's claim has been successful, I find that the Landlord is entitled to recovery of a portion of the filing fee in the amount of \$25.00, bringing the total entitlement of the Landlord to \$193.00. I

direct the Landlord to subtract this sum from the security deposit and interest of \$465.92 leaving the amount of \$272.92 to be returned to the Tenant.

Conclusion

**I order** that the Landlord retain the amount of \$193.00 from the security **deposit** and interest of \$465.92 in satisfaction of the claim and I grant the Tenant an order under Section 67 of the Act for the balance due of **\$272.92**. If necessary, this order may be filed in the Small Claims Court 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: September 20, 2011.

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Residential Tenancy Branch