



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 two agents for the landlord. The tenant did not attend

The landlord provided documentary evidence the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on March 21, 2012 in accordance with Section 89. As per Section 90, the documents are deemed received by the tenant on the 5th day after it was mailed.

Based on this evidence of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

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 and compensation for damage or loss; for all or part of the security deposit and to recover the filing fee from the tenant 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 s confirmed by documentary evidence and testimony that the tenancy began on June 1, 2009 as a month to month tenancy with a monthly rent, in the final month of the tenancy, of \$1,070.00 due on the 1st of month with fees of \$25.00 for the late payment of rent. The landlord also confirmed the security deposit of \$500.00 was received by the landlords on March 1, 2008 from a previous tenancy that had been rolled over to this tenancy.

The landlord submitted into evidence a copy of a Condition Inspection Report completed by the landlord on March 1, 2008 for the move in and on March 13, 2012 for the move out inspections. The tenant signed the Report that she disagrees with the condition of the rental unit but later signed the Report agreeing to the landlord's claim for one month of rent and late fees totalling \$1,095.00; utilities in the amount of \$170.00; and carpet cleaning in the amount of \$117.60.

The landlord has also submitted into evidence a copy of an invoice for carpet cleaning confirming a cost of \$117.60; a copy of two invoices from local government for utility costs not paid in the amount of \$179.51. The landlord also testified the tenant never paid rent for the month of March 2012.

Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
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. Steps taken, if any, to mitigate the damage or loss.

Based on the undisputed evidence and testimony of the landlord I find the tenant failed to clean the carpets at the end of the tenancy and due to the duration of the tenancy find it a reasonable expectation that the carpets be cleaned. I therefore find the landlord has suffered a loss resulting from the tenant's failure to comply with requirements of Section 37 of the *Act* to leave the rental unit reasonably clean.

Further, I accept, from the tenancy agreement, that utilities were not included in the rent and that the local government does transfer any unpaid utility bills to the tax bill of the landlord regardless of who was responsible for the account during the tenancy.

I also accept, in the absence of any testimony or evidence from the tenant that the tenant failed to pay rent to the landlord for the month of March 2012. I find the landlord has established the value of all of these losses from the evidence submitted and that the landlord has taken all reasonable steps to mitigate any of the losses.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,442.11** comprised of \$1,095.00 rent and late fees owed; \$117.60 carpet cleaning; \$179.51 utilities; 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 \$506.27 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$935.84**.

This order must be served on the tenant. If the tenant fails 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: May 23, 2012.

Residential Tenancy Branch