



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 an Application for Dispute Resolution by the Landlord to obtain a Monetary Order for damage to the unit, site or property, for unpaid rent or utilities, to keep all or part of the security deposit, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, and to recover the cost of the filing fee from the Tenants for this application.

Service of the hearing documents, by the Landlord to each Tenant, was done in accordance with section 89 of the *Act*, sent via registered mail on February 28, 2012. Mail receipt numbers for each Tenant served were provided in the Landlord's verbal testimony. Based on the submissions of the Landlord I find that each Tenant was sufficiently served notice of this proceeding in accordance with the Act.

The Landlord appeared at the teleconference hearing and gave affirmed testimony. A summary of the testimony is provided below and includes only that which is relevant to the matters before me. No one appeared on behalf of the Tenants despite them being served notice of this proceeding in accordance with the Act.

Issue(s) to be Decided

1. Has the Tenant breached the *Residential Tenancy Act*, regulation or tenancy agreement?
2. If so, has the Landlord met the burden of proof to obtain a Monetary Order as a result of that breach, pursuant to sections 7 and 67 of the *Residential Tenancy Act*?

Background and Evidence

The Landlord confirmed that the parties entered into a written fixed term tenancy agreement that began on August 17, 2010 and was set to end on August 31, 2011 at

which time the Tenants were required to vacate the unit. Rent was payable on the first of each month in the amount of \$1,800.00 and on August 5, 2010 the Tenants paid \$900.00 as the security deposit. A move in condition inspection report was completed August 17, 2010 and on August 30, 2011 the move out condition inspection was completed.

The Landlord affirmed that the Tenants did not pay the rent for August 2011 and during the move out condition report the Tenants signed over their security deposit to be used towards the August 2011 unpaid rent. They are seeking to recover the remainder of the rent of \$900.00 and the \$25.00 late payment fee for August 2011 which is provided for in section 21 of the tenancy agreement. The Landlord confirmed the Tenants did not clean the rental unit completely nor did they have the carpets professionally cleaned so they are seeking \$50.00 for cleaning the suite plus \$190.40 for carpet cleaning as noted on the move out inspection report they provided in their evidence.

The Landlord advised the Tenants made one payment of \$100.00 on January 19, 2012 towards their accumulated balance owing.

Analysis

I have carefully considered the aforementioned and the documentary evidence which included, among other things, copies of: the tenancy agreement, move in and move out condition inspection report, tenant ledger, and professional carpet cleaning receipt.

A party who makes an application for monetary compensation against another party has the burden to prove their claim. Awards for compensation are provided for in sections 7 and 67 of the *Residential Tenancy Act*. Accordingly an applicant must prove the following when seeking such awards:

1. The other party violated the Act, regulation, or tenancy agreement; and
2. The violation caused the applicant to incur damage(s) and/or loss(es) as a result of the violation; and
3. The value of the loss; and
4. The party making the application did whatever was reasonable to minimize the damage or loss.

Section 26(1) of the Act stipulates that a tenant must pay rent when it is due under the tenancy agreement.

In this case the evidence supports the Tenants failed to pay their August 1, 2011 rent of \$1,800.00 and that they signed over their security deposit of \$900.00 August 30, 2011 to be put towards the unpaid balance owing. The Tenants made a payment of \$100.00 January 19, 2012, towards the balance owing leaving a balance due of \$800.00 for unpaid rent (\$1,800.00 - \$900.00 security deposit - \$100.00 payment).

Based on the aforementioned I find the Tenants have breached section 26(1) of the Act and the Landlord has met the burden of proof for loss. Accordingly, I approve the Landlord's claim for the balance of unpaid rent of **\$800.00**.

The evidence supports that the tenancy agreement section 21 provides for the Landlord to collect late payment charges of \$25.00, in accordance with section 7 of the Residential Tenancy Regulation. As the Tenants have been late in paying their August 1, 2011 rent, I find the Landlord is entitled to claim the late payment fee and I award them **\$25.00**.

Section 37(2) of the Act provides that when a tenant vacates a rental unit the tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear.

The evidence supports the Tenants did not fully clean the unit and did not have the carpets steam cleaned at the end of the tenancy. Based on the aforementioned I find the Tenants have breached section 37(2) of the Act, leaving the rental unclean at the end of the tenancy.

After careful consideration of the aforementioned and the documentary evidence I hereby find the Landlord has met the burden of proof to establish a monetary claim for \$50.00 for cleaning plus \$190.40 for carpet cleaning for a total amount of **\$240.40**, pursuant to section 67 of the Act.

The Landlord has been successful with their application; therefore I award recovery of their filing fee in the amount of **\$50.00**.

Conclusion

The Landlords' decision will be accompanied by a Monetary Order in the amount of **\$1,115.40** (\$800.00 + \$25.00 + \$240.40 + \$50.00). This Order is legally binding and must be served upon the respondent Tenants.

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 01, 2012.

Residential Tenancy Branch