



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

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

The hearing was conducted via teleconference and was attended by the landlord's agent only. The tenant did not attend.

The landlord provided a written certificate of service confirming 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)* personally at her place of employment on June 28, 2012 in accordance with Section 89.

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

The landlord's agent testified they confirmed the tenant had vacated the rental unit on or about June 24, 2012 and as such no longer require an order of possession. I have therefore amended the landlord's Application to exclude the matter of possession.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent and utilities; for cleaning and carpet cleaning 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 38, 46, 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord submitted into evidence a copy of a tenancy agreement signed by both parties on March 22, 2011 for a 1 year fixed term tenancy beginning on April 1, 2011 that converted to a month to month tenancy effective April 1, 2012 for a monthly rent of \$1,250.00 due on the 1st of each month with a security deposit of \$625.50 and a pet damage deposit of \$625.00 paid.

The landlord's agent testified the tenant failed to pay rent for the months of April, May and June 2012 and that she failed to pay utilities for several months after several months of letters of demand and utility bills (provided into evidence).

The landlord also submitted into evidence a copy of a Condition Inspection Report recording the condition of the unit at move in on April 1, 2011 and at move out on June 24, 2012. The landlord testified that the tenant had vacated the rental property and has not, as of the date of this hearing, provided the landlord with a forwarding address. As such, the landlord's agent submitted that he could not arrange a move out condition inspection with the tenant as she vacated the property without notice to the landlord.

The Condition Inspection Report does not record any substantial damage but it does record that every room and the exterior of the rental unit required cleaning including carpet cleaning. The landlord has provided in evidence receipts for cleaning and carpet cleaning.

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.

In the absence of any testimony or evidence disputing the landlord's evidence I find the tenant had failed to pay rent for the months of April, May and June 2012 and that the landlord is entitled the value of that rent in the amount of \$3,750.00.

Further, based on the undisputed documentary evidence of bills and demand letters and testimony of the landlord's agent I find the tenant owes the landlord \$935.29 for utility costs incurred as a result of this tenancy.

I also accept the Condition Inspection Report accurately reflects the condition the tenant left the rental unit in when she vacated the rental unit and that as a result, the landlord has suffered the loss of cost of cleaning and carpet cleaning as outlined in the bills submitted totalling \$789.60.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$5,524.89** comprised of \$3,750.00 rent owed; \$935.29 utilities owed; \$789.60 cleaning and carpet cleaning; and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and pet damage deposit held in the amount of \$1,250.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$4274.89**

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: July 16, 2012.

Residential Tenancy Branch