



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This hearing dealt with a landlord's application for a Monetary Order for damage to the rental unit; unpaid rent; and, authorization to retain the security deposit. There was no appearance by the named tenants.

The landlord provided evidence that he had sent each of the tenants a text message advising them they had left some possessions behind in the rental unit and requested they provide an address so that he could return their possessions to them. The male tenant provided an address via text and the landlord used that address to send the hearing documents via registered mail. The registered mail was successfully delivered to the male tenant.

The female tenant also responded, via text message, questioning the landlord's statement. The landlord indicated he had a box of items to give to the tenant. She advised the landlord the items could "go to" her friends place and she provided an address of her friend's place. The landlord sent the hearing documents to that address via registered mail. The hearing documents sent to the female tenant at that address were unclaimed.

Having been provided evidence the male tenant signed for the registered mail sent to him, I found sufficient evidence that the male tenant received the hearing documents and I proceeded with this matter against the male tenant. However, I found I was not satisfied the female tenant was sufficiently served with the hearing documents at an address at which the tenant resided or a forwarding address at which she would have a reasonable expectation to receive documents. Therefore, I amended the application to exclude the female tenant as I was not satisfied she was sufficiently served.

Issue(s) to be Decided

1. Has the landlord established an entitlement to recover unpaid rent from the tenant?

2. Has the landlord established an entitlement to receive compensation for damage to the rental unit, and if so, the amount claimed?
3. Is the landlord authorized to retain the security deposit?

Background and Evidence

The tenants were provided possession of the unit on June 23, 2010 under an initial tenancy agreement and a move-in inspection report was prepared at that time. The tenants paid a \$750.00 security deposit.

The parties entered into a second tenancy agreement to run for a fixed term commencing July 1, 2011 and ending June 30, 2012. The tenants were required to pay rent of \$1,100.00 on the 1st day of every month under the second tenancy agreement. The tenant's rent cheque for June 2012 was returned for insufficient funds. The landlord found the rental unit abandoned on or about June 18, 2012.

In addition to recovery of the unpaid rent for June 2012 the landlord is seeking compensation for damage to the rental unit. The landlord claimed the following amounts and provided the corresponding explanations.

<u>Item</u>	<u>Amount</u>	<u>Reason</u>
Plumbing repairs	\$225.00	Landlord gave tenants money to pay plumber. Plumbing repair was necessary because tenant had been "messing around" with pipes. Landlord did not submit plumber's invoice.
Glass cracked on closet door	150.00	Glass cracked during tenancy. Has not yet been repaired. Claim based upon verbal estimate.
Baseboard ridge	100.00	Scratched and chewed during tenancy. Paid landlord's father \$15/hr to repair.
Repainting bedroom and other paint touch-ups	100.00	Tenants painted walls blue and were required to return wall colour to original colour. Tenant paid father \$15/hr to repaint. Unit was painted six months before tenancy began.

Carpet cleaning	150.00	Tenants did not clean carpets and they were left soiled and stained. Landlord rented carpet cleaning machine for >\$100.00 and cleaned it himself. No receipt for carpet cleaner submitted.
Damaged dresser	25.00	Dresser damaged during tenancy. Claim based upon estimated depreciation of dresser.
Damaged blinds	135.00	Blinds damaged during tenancy and require replacement with custom ordered blinds. Receipt/Estimate/Order form not provided.
Damaged entry door	50.00	Door cracked during tenancy. Temporarily fixed by landlord's father with caulking/sealant.
Cleaning	150.00	Unit left unclean including dirty stove, walls, cupboards, fridge and deck. Landlord and his friend spent 10 hours cleaning the unit.
Repair labour and painting	180.00	Paid landlord's father \$15/hr for 12 hours to make repairs and do painting.
TOTAL CLAIM	\$ 2,365.00	

During the hearing the landlord acknowledged that he had double counted items for which he paid his father to repair and was agreeable to reducing the claim to eliminate the double counting.

The landlord testified that he had performed a move-in inspection report at the beginning of the initial tenancy. I requested the tenant provide the inspection report after the teleconference call ended, which he provided.

I noted that the landlord had not submitted receipts or invoices in support of items he had purchased to make the repairs. The landlord indicated he had the receipts/invoices in his possession and explained that he did not submit them as evidence as they were obtained after he filed his application.

The landlord provided photographs of the rental unit; email exchanges with the tenants and proof he gave the tenants \$225.00 for plumbing repairs; a photograph of the returned rent cheque for June; text messages with the tenants after the tenants vacated; and, registered mail receipts including tracking numbers.

Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided in section 7 and 67 of the Act. Accordingly, an applicant must prove the following:

1. That the other party violated the Act, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did whatever was reasonable to minimize the damage or loss.

Since the landlord bears the burden to verify the value of the loss claimed, written estimates, receipts or invoices are verification that should be provided unless such documents are not obtainable, in which case another reasonable basis will be considered.

I provide the following findings with respect to each of the landlord's claims:

Unpaid rent --

Under the Act, tenants are required to pay rent when due in accordance with the terms of the tenancy agreement. I accept the evidence before me that the tenants were required to pay rent for June 2012 and the tenant's rent cheque for June 2012 was returned for insufficient funds. Therefore, I award \$1,100.00 to the landlord for unpaid rent.

Plumbing repair --

A tenant is required to repair damage they have caused. Reasonable wear and tear is not considered damage. I accept the landlord's evidence that he paid the tenant's \$225.00 to have plumbing repairs made in the unit. However, the email exchanges do not indicate the repairs were necessary due to the tenant's actions and in the absence of statements from the plumber I find insufficient evidence the plumbing repairs were

attributable to the tenants' actions. Therefore, I dismiss this portion of the landlord's claim.

Closet door –

Based upon the move-in inspection report and the landlord's photographs, I accept that the closet door was broken during the tenancy. The landlord testified that he has a verbal estimate to replace the glass for \$150.00. Since the quote was verbal I accept that the landlord does not have documentary evidence to support this amount. I find this claim reasonable and I award this amount to the landlord.

Dresser –

Based upon the photographs and the move-in inspection report, I accept that the dresser was damaged during the tenancy. As the damage is likely not repairable I find the landlord's request for devaluation of \$25.00 to be reasonable and I award this amount to the landlord.

Carpet cleaning –

The landlord did not submit a receipt for the carpet cleaner even though he claims to have rented one. I find the absence of the receipt does not satisfy me that the carpet cleaner cost more than \$100.00. However, I accept that the carpets were left unclean based upon the photographs and it is reasonable that the landlord spent at least a couple of hours cleaning the carpets. Therefore, I award the landlord \$30.00 for carpet cleaning based upon the hourly rate he has requested for other labour.

Blinds –

I accept that the blinds were damaged during the tenancy based upon the photographs and move-in inspection report. The landlord submitted that the blinds had to be custom ordered. Where an item is custom ordered there is usually an order form, written estimate or receipt provided. In the absence of any evidence to corroborate the amount claimed I find the landlord has failed to verify the amount of this claim and I dismiss this portion of his claim.

Baseboard ridge, Painting, Entry Door –

I find these repairs were accounted for in the landlord's claim for labour costs he paid his father. Based upon the photographs and move-in inspection report I accept that these items were damaged during the tenancy and as a result of the tenant's actions. I find the labour claim of \$180.00 to be reasonable and I award this amount to the landlord.

Cleaning –

Based upon the photographs, I accept that cleaning was required to bring the rental unit to a reasonably clean state. I accept the landlord's verbal testimony that between him and a friend, 10 hours was spent cleaning the unit. Therefore, I grant the landlord's request to recover \$150.00 from the tenant for cleaning.

I authorize the landlord to retain the tenant's security deposit in partial satisfaction of the rent owed the landlord. I also award the filing fee to the landlord.

In light of the above, the landlord is provided a Monetary Order calculated as follows:

<u>Item</u>	<u>Amount</u>
Plumbing repairs	Nil
Glass cracked on closet door	150.00
Carpet cleaning	30.00
Blinds	Nil
Dresser	25.00
Baseboard ridge, painting, door	180.00
Cleaning	<u>150.00</u>
TOTAL AWARD	\$ 1,635.00
Less: security deposit	(750.00)
Plus: filing fee	<u>50.00</u>
MONETARY ORDER	\$ 935.00

With this decision the landlord is provided a Monetary Order in the amount of \$935.00 to serve upon the tenant and enforce as necessary.

Conclusion

The landlord has been authorized to retain the tenant's security deposit. The landlord has been provided a Monetary Order for the balance owing of \$935.00 to serve upon the tenant and enforce as necessary.

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 13, 2012.

Residential Tenancy Branch