



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order for damage to or cleaning of the rental unit, compensation for unpaid utilities, an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

Only the Agent for the Landlord appeared at the hearing. They gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Agent for the Landlord testified they attempted to serve the Tenant by mail at the forwarding address provided by the Tenant. The mail to this address was returned by Canada Post and was marked "unknown". The Agent for the Landlord testified that she then served the Tenant personally on July 25, 2012, with the Application and Notice of Hearing. The Tenant did not appear at the hearing. I find the Tenant was duly served in accordance with the Act.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenant?

Background and Evidence

This tenancy began on or about October 15, 2011, with the parties entering into a tenancy agreement with rent set at \$725.00 per month. The Tenant paid a security deposit of \$362.50 on or about October 15, 2011. I note no interest is paid on deposits received in 2011.

The Tenant vacated the property at the end of February 2012 and an outgoing condition inspection report was performed on March 1, 2012. At the outgoing condition inspection report the Tenant signed that she agreed with the report as indicated by the Landlord and was willing to have the costs of carpet cleaning and patching and painting deducted from the security deposit. The Landlord is claiming for these and other costs.

The Landlord claims cost of cleaning the carpets, for patching and painting walls in the rental unit, for cleaning the rental unit, for unpaid utility bills and for the cost of reconnecting gas service to the rental unit.

The Agent for the Landlord testified that it was hard for the Tenant to clean the rental unit to a reasonable condition, as the Tenant had no hot water in the rental unit. According to the testimony and evidence provided, the Tenant had failed to pay the gas bills and it was cut off.

The Landlord claims as follows:

a.	Carpet cleaning	218.40
c.	Reconnection of gas service	142.80
d.	Utility bills	397.38
e.	Cleaning rental unit	70.00
f.	Filing fee	50.00
	Total claimed	\$1,042.10

In support of the above claims the Landlord has provided copies of invoices and receipts for the services claimed for, the condition inspection reports, the correspondence between the parties, and the Canada Post receipts and tracking information.

Analysis

Based on the uncontradicted evidence and testimony from the Agent for the Landlord, and on a balance of probabilities, I find the Tenant has breached section 37 of the Act, by failing to leave the rental unit reasonably clean and undamaged, except for reasonable wear and tear.

I find the Tenant did not clean the carpets or the rental unit entirely, and did not patch or repair damage to the walls. I also find the Tenant failed to pay utility bills.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

Based on the uncontradicted testimony and evidence, and on a balance of probabilities, I find that the Tenant's breaches have caused the Landlord to suffer a loss, and that the Landlord has established a total monetary claim of **\$1,042.10**, comprised of the above described amounts and the \$50.00 fee paid for this application.

I order that the Landlord retain the deposit of **\$362.50** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$679.60**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 24, 2012.

Residential Tenancy Branch