



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MND, MNDC, MNSD and FF

### Introduction

This hearing was convened on an application by the landlord on September 11, 2012 seeking a monetary award for unpaid utilities, damage to the rental unit, recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off against the balance owed.

As a matter of note, this tenancy was the subject of a hearing on August 2, 2012 on the tenant's application. In the result the tenant was awarded a Monetary Order for return of security and pet damage deposits in double under section 38(6) of the *Act* on the grounds that the landlord had not returned them or made application to claim against them within the 15 day time limit set by the *Act*.

Therefore, as the deposits were disposed of in the previous hearing, they are not available for claims in the present hearing and the landlord's application is amended accordingly.

### Issue(s) to be Decided

This matter requires a decision on whether the landlord is entitled to monetary award for the claims submitted and in what amounts.

Claims in damages require that several factors be taken into account: the comparison of move-in vs. move-out condition inspection reports, whether damages are proven and attributable to the tenants, normal wear and tear, depreciation, and whether amounts claimed are proven and reasonable. Damage or loss due to non-compliance with the legislation or rental agreement requires the claimant to take reasonable steps to minimize the loss claimed. The burden of proof falls to the applicant.

### Background, Evidence and Analysis

This tenancy began on November 15, 2012 and ended on April 30, 2012. Rent was \$2,200 per month and disposition of the security deposit of \$1,100 and pet damage deposit of \$275 was determined in the previous hearing as noted.

The present application is somewhat challenged by the fact that the landlord has not submitted copies of move-in and move-out condition inspection reports or photographic evidence for comparison purposes.

The landlord submitted a number of claims on which I find as follows:

**Painting - \$573.59.** This claim is based on a \$193.59 for materials and \$380 for labour to repaint the rental unit, The landlord offered to withdraw the claim for labour during the hearing. The tenant contested her responsibility for the painting on the grounds that the rental unit was left in similar condition to its state at the beginning of the tenancy except for picture hangings and normal wear and tear. Taking into account that the claim is contested, that the landlord's evidence indicates that the paint was three years old (depreciated by 75 percent), and the absence of condition inspection reports, I allow \$75 on this claim.

**Carpet cleaning - \$247.46.** The rental agreement and standard practice make the tenants responsible for carpet cleaning at the end of a tenancy. This claim is supported by a receipt and it is allowed in full.

**Water bill - \$106.70.** The tenant concurred that she owes this amount and the claim is allowed in full.

**Hydro bill - \$376.55.** The tenant concurred that she owes this amount and the claim is allowed in full.

**General cleaning - \$500.** The landlord submitted an itemized description of the cleaning required and a receipt. However, the tenant stated that she had spent hours cleaning and left the rental unit at least as good as she found it. In view of the disagreement of the parties and in the absence of photographic evidence or condition inspection reports, I will allow \$250 of this claim.

**Filing fee - \$50.** Having found merit in landlord's application, I find that he is entitled to recovery he filing fee for this proceeding from the tenant.

Thus, I find that the tenant owes to the landlord an amount calculated as follows:

Painting	\$ 75.00
Water bill	106.70.
Hydro bill	376.55
General cleaning	250.00
Filing fee	<u>50.00</u>
<b>TOTAL</b>	<b>\$1,105.71</b>

### Conclusion

The landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia for **\$1,105.71** for service on the tenant.

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: November 27, 2012.

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Residential Tenancy Branch