



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Amos Realty & Property Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

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

The hearing was conducted via teleconference and was attended by the landlord's agent.

The landlord provided documentary evidence to confirm the tenants were served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on November 19, 2012 in accordance with Section 89. As per Section 90, the documents are deemed received by the tenants on the 5th day after it was mailed.

The landlord provided documentary evidence confirming the registered mail had been forwarded to a new address for the tenants via Canada Post. Based on the evidence of the landlord, I find that the tenants have been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for damage to the rental unit; for compensation for damage or loss; for all or part of the security deposit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord has provided a copy of a tenancy agreement signed by the parties on November 1, 2011 for a 1 year fixed term tenancy beginning on November 1, 2011 for a monthly rent of \$1,000.00 due on the 1st of each month with a security deposit of \$500.00 and a pet damage deposit of \$500.00 paid. The landlord confirmed the tenancy ended on October 31, 2012 but the tenants returned the keys to the rental unit on October 29, 2012.

The landlord provided evidence that the tenants were given opportunity to attend a move out condition inspection that the tenants chose to not attend. The landlord provided a copy of a completed Condition Inspection Report that records the condition of the rental unit at the start and the end of the tenancy.

The landlord seeks compensation for cleaning the rental unit in the amount of \$600.00 and provided receipts totalling \$154.33 for cleaning and landfill fees. The landlord also seeks compensation for carpet cleaning as per the requirements of the tenancy agreement addendum in the amount of \$263.20 and as confirmed by the landlord's submitted receipt for this carpet cleaning.

The landlord claims \$450.00 for painting the entire kitchen due to a repair required on one wall. The landlord has not provided a receipt for any painting. The landlord also seeks compensation for charges incurred by the landlord for having a service provider attend the residential property to re-set the irrigation system after the tenants had unplugged the system. The landlord has provided a bill from the irrigation service provider in the amount of \$61.60.

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.

Section 37 of the *Act* requires a tenant who is vacating a rental unit to leave the unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all keys or other means of access that are in the possession and control of the tenant and that allow access to and within the residential property.

Based on the undisputed testimony and evidence of the landlord I find the landlord has established that the landlord incurred losses as a result of the tenants' failure to comply with their obligations under Section 37. I find the landlord has established the value of these losses at \$417.53 from the submission of receipts.

I accept the landlord's undisputed testimony that tenants' action of unplugging the irrigation system required the landlord to incur costs for a service call to have the system re-programmed. I find the landlord has established the value of this call in the amount of \$61.60 through the submission of a copy of the receipt.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$529.13** comprised of \$154.33 for cleaning; \$263.20 for carpet cleaning; \$61.60 for irrigation service call and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct this amount from the security and pet damage deposits held in the amount of \$1,000.00 in satisfaction of this claim. I order the landlord must return the balance of the deposits in the amount of \$470.87 to the 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: February 19, 2013

Residential Tenancy Branch

