



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MND, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for damage to the unit – Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that each of the Tenants were served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not attend the Hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to recovery of the filing fee?

### Background and Evidence

The tenancy started on October 1, 2012 and ended on February 15, 2013. Rent of \$1,500.00 was payable monthly on the first day of each month and although the Tenants provided a cheque for the security deposit of \$1,500.00 this cheque was returned NSF. The Tenant failed to pay rent from October 2012 to February 2013 inclusive and the Landlord claims \$15,000.00. No move-in condition inspection was conducted and the Parties mutually conducted a move-out inspection with report on

February 15, 2013. The Tenants provided their forwarding address during the move-out inspection and this is noted in the report.

The Landlord states that the Tenant left the unit unclean and damaged and claims as follows:

- \$2,464.00 for the replacement of the carpets in the living room, family room and bedrooms. The Tenants left dogs in the house alone and unattended for the last few weeks of the tenancy and the dogs' feces and urine extensively damaged the carpets that were new at the onset of the tenancy;
- \$2,464.00 for cleaning and repairing the unit. This work was done by the owner of the unit and the invoice from the owner does not provide particulars for the amount being claimed. The Landlord does not know the extent of the repairs made to the unit beyond the back yard that required cleaning of dog feces and items noted on the move-out report. The Landlord states that the unit is a three bedroom house approximately 3,000 square feet in size;
- \$156.80 and 30.80 for the rental of a carpet cleaner twice and cleaning supplies. The Landlord attempted first to clean the carpets twice before finally replacing the carpets.

### Analysis

In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party, that reasonable steps were taken by the claiming party to minimize or mitigate the costs claimed, and that costs for the damage or loss have been incurred or established. Based on the undisputed evidence of the Landlord, I find that the Tenants failed to pay the rent as claimed and that the Landlord has substantiated an entitlement to **\$15,000.00** for unpaid rent.

Accepting the Landlord's evidence that the carpets were new at move-in and damaged to the extent requiring replacement, I find that the Landlord has substantiated the costs claimed of **\$3,696.00**. As the claim for cleaning and making repairs to the house is supported only by an invoice noting a global amount and no particulars, I find that the Landlord has failed to establish the amount claimed. However, given the evidence of the size of house and the move-out condition report, I find that the Landlord has substantiated an entitlement to a sum of money for cleaning the inside of the unit and I determine that sum to be **\$250.00**. I base this amount on 10 hours of cleaning at a rate of \$25.00 per hour. As the Landlord was unable to provide particulars on repairs to the unit other than the state of the back yard, I find that the Landlord has only substantiated a nominal amount of **\$150.00** for the cleaning of the back yard. Given the receipts for the costs of renting the cleaning machines and products, I find that the Landlord has substantiated the sums of **\$156.80** and **\$30.80**. As the Landlord has been substantially successful with its claim, I find that the Landlord is also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$19,383.60**

### Conclusion

I grant the Landlord an order under Section 67 of the Act for the balance due of **\$19,383.60**. If necessary, this order may be filed in the Small Claims Court and 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: April 29, 2013

