



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, OPC, MNR, MNDC, MDSD & FF

Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the tenants by registered mail.

The tenants vacated the rental unit on or about April 29, 2013 and the landlord has regained possession. It is no longer necessary to consider the landlord's application for an Order for Possession.

The original Application for Dispute Resolution filed by the landlord claims the sum of \$3334.56 and includes claims for outstanding rent, outstanding utilities housecleaning, carpet cleaning and \$400 for miscellaneous repairs. The landlord subsequently delivered evidence to the Residential Tenancy Branch that purported to increase the claim to \$4808.36 and included a claim of \$850 for painting, \$350 for the cost of paint and materials for painting and \$650 for the damage deposit. The landlord failed to properly amend the Application for Dispute Resolution. Further, the landlord attempted

to serve those documents by registered mail but the tenants live in a rural area and they have not received them as of yet. I determined that I could only consider the claims in original application filed by the landlord and that it would be contrary to the principles of natural justice to consider the additional claims the landlord has made. The landlord retains the right to file a new Application for Dispute Resolution raising those additional claims as they have not been decided on the merits.

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to A Monetary Order and if so how much?
- b. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence:

The tenancy began on November 1, 2012 although the tenants moved in early in order to clean the rental unit. The rent is \$1300 per month payable on the first day of each month. The tenants were also responsible to pay the utilities. According to the tenancy agreement the tenants were supposed to pay a security deposit but they were unable to make that payment.

The tenant(s) failed to pay the rent and the sum of \$1400 remains owing to the end of April 2013. The tenant(s) vacated the rental unit on April 29, 2013.

Analysis - Monetary Order and Cost of Filing fee

The Residential Tenancy Act provides the tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant and is liable to compensate the landlord for failure to do so. In some instances the landlord's standards may be higher than what is required by the Act. The tenant is required to maintain the standards set out in the Act. The tenant is not required to make repairs for reasonable wear and tear.

The applicant has the burden of proof to establish the claim on the evidence presented at the hearing.

With respect to each of the landlord's claims I find as follows:

- a. The tenants have been given credit for a \$500 payment made on May 17, 2013 thus reducing the rent outstanding. As of the date of the hearing I determined the landlord has established a claim against the tenants in the sum of \$1400 for unpaid rent until the end of April. The tenants acknowledged responsibility for this sum.
- b. The landlord claimed the sum of \$609.56 for the cost of three gas bills. The tenants disputed the amount of this claim but they acknowledged they were responsible to pay the gas for the period of time they were in the rental unit. The tenants represented they owed the landlord \$365.56 for this period. I determined the landlord had made a duplicate claim when he based his claims on the gas bills for the entire period and then added the payments of \$119.02 he made on January 25, 2013 and \$125 on February 15, 2013. After carefully considering the disputed evidence I determined the amount that the tenants owe to the landlord is the \$365.56 which they have acknowledged that they owed.
- c. I determined the landlord has established a claim against the tenants in the sum of \$200 for the cost of the cleaning. I accept the submission of the landlord that as the tenants were smokers extensive cleaning was necessary.
- d. I determined the landlord is entitled to the sum of \$150 for the cost of carpet cleaning.
- e. I dismissed the landlord's claim of \$400 for miscellaneous repairs. This claim is not sufficiently particular to give the respondents notice of the claim being made against them and accordingly it is dismissed.

In summary I ordered that the Tenants pay to the Landlord the sum of \$2115.56 plus \$50 for the cost of the filing fee for a total of \$2165.56.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: May 22, 2013

Residential Tenancy Branch

