



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, MND, MNDC, FF

Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid utilities, for compensation for damage to the unit, site or property, for compensation for loss or damage under the Act, regulations or tenancy agreement, to retain the Tenants' security deposit and to recover the filing fee for this proceeding.

The Landlord's Agent said she served the Tenants with the Application and Notice of Hearing (the "hearing package") by registered mail on April 24, 2013. Based on the evidence of the Landlord's Agent, I find that the Tenants were served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenants' absence.

Issues(s) to be Decided

1. Are there utility arrears and if so, how much?
2. Is the Landlord entitled to compensation for unpaid utilities and if so how much?
3. Are there damages to the unit and if so how much?
4. Is the Landlord entitled to compensation for the damage and if so how much?
5. Are there other losses or damages and is the Landlord entitled to compensation?
6. Is the Landlord entitled to keep the Tenant's security deposit and pet deposit?

Background and Evidence

This tenancy started on April 15, 2012 as a fixed term tenancy with an expiry date of April 30, 2013. Rent was \$1425.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$712.50 and a pet deposit of \$712.50 on March 2, 2012. The Landlord's agent said a move in condition inspection was completed on April 15, 2012 and a move out condition inspection was completed on April 7, 2013. The Landlord continued to say the tenancy actually ended on April 30, 2013, but the Tenants moved out on April 7, 2013.

The Landlord's agent said that the Tenants reported a leaky toilet on February 5, 2013 and the Landlord scheduled a plumber to repair it the same day. The Landlord said the plumber contacted the Tenants for entry to the unit, but the Tenants did not give the plumber the right of entry. The Landlord's agent continued to say the Tenants then contacted the Landlord on February 18, 2013 and requested the plumber to look at a leaky tape in the shower as well. The Landlord's agent said that the leak was creating damage in the rental complex so they gained access by way of the emergency repair provision in the Act. The Landlord's agent said they found extensive damage and had to call a restoration company to repair the water damage to the rental unit. The Landlord said they are claiming the \$500.00 deductible as the Tenants did not allow the plumber access at the beginning of the leaks and therefore the Tenants are responsible for the damages.

Further the Landlord's agent said the Tenants damaged the wood floors in the unit by not following the floor care guidelines. The Tenants put dog pee mats on the wood floors which took the finish off the floor and the Tenants did not put pad under the furniture legs so the furniture scratched and dented the floor. The Landlord's agent said the floors were in pristine condition at the start of the tenancy. The Landlord's agent submitted the condition inspection reports and photographs for the start and end of the tenancy to support her claim.

As well the Landlord's agent said they are claiming \$21.78 in unpaid utilities which have not been paid to date and the Landlord's agent said they did not send in an invoice because the utilities were in the Tenants' names.

As well the Landlord agent said they are claiming \$75.00 to replace a garage door remote. The Landlord's agent said the remote charge is an automatic debit from the Landlord's account from the strata.

The Landlord agent said their total claim is for \$1,434.68 plus the filing fee of \$50.00.

Analysis

For a monetary claim for damage or loss to be successful an applicant must prove a loss actually exists, prove the loss happened solely because of the actions of the respondent in violation to the Act, the applicant must verify the loss with receipts and the applicant must show how they mitigated or minimized the loss.

The Landlord's agent proved the loss existed and she verified the losses by providing receipts for the claims that the Landlord has made. I accept the Landlord's Agent's testimony that these damages and losses were caused by the Tenants and the costs were reasonable amounts. As well the Landlord's Agent acted quickly to make repairs when she was notified by the Tenants about the leaks, but the Tenants delayed the repairs by not giving the plumber access to the unit. Therefore I find the Landlord has established ground to show the Tenants are responsible for the water damage to the

unit and are consequently responsible for the Landlord's insurance deductible of \$500.00. I award the Landlord the \$500.00 insurance deductible claim.

Further I have reviewed the condition inspection reports and the start of tenancy and the end of tenancy photographs that the Landlord's agent supplied. I find the report and photographs show the Tenants damaged the floor that was in pristine condition prior to the tenancy. I award the Landlord \$837.90 which is the amount paid to repair the wood floors.

With respect to the lost garage remote I accept the Landlord's agent's testimony that the remote was not returned and was paid for by automatic debit. I award the Landlord the \$75.00 to replace the remote opener.

In regards to the unpaid utilities a claim must be paid or the amount of loss or damage cannot be verified. As a result I dismiss the Landlord's claim for unpaid utilities in the amount of \$21.78.

As the Landlord has been successful in this matter, the Landlord is also entitled to recover from the Tenants the \$50.00 filing fee for this proceeding. I order the Landlord pursuant to s. 38(4) and s. 72 of the Act to keep the Tenants' security deposit and pet deposits in partial payment of the damages. The Landlord will receive a monetary order for the balance owing as following:

	Insurance deductible	\$ 500.00	
	Floor repairs	\$ 837.90	
	Replacement of remote	\$ 75.00	
	Recover filing fee	\$ 50.00	
	Subtotal:		\$1,462.90
Less:	Security Deposit	\$ 712.50	
	Pet Deposit	\$ 712.50	
	Subtotal:		\$ 1,450.00
	Balance Owing		\$ 12.90

Conclusion

A Monetary Order in the amount of \$12.90 has been issued to the Landlord. A copy of the Order must be served on the Tenant: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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: June 17, 2013

Residential Tenancy Branch