



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MNR, MNDC, FF

### Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking a monetary order for money owed or compensation for damage or loss and unpaid rent, for authority to retain the tenants' security deposit and for recovery of the filing fee.

The parties appeared, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

The evidence was discussed and no party raised any issue regarding service of the evidence or the application.

Thereafter both parties gave affirmed testimony, were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

### Issue(s) to be Decided

Are the landlords entitled to retain the tenants' security deposit, further monetary compensation, and to recover the filing fee?

### Background and Evidence

The evidence showed that this tenancy began on May 1, 2010, ended on March 31, 2013, monthly rent was \$2000, and the tenants paid a security deposit of \$1000 at the beginning of the tenancy.

The landlord's monetary claim is as follows:

Unpaid rent, March	\$2000
House cleaning	\$400
Carpet cleaning	\$280
Garbage removal	\$42.34
<b>Total</b>	<b>\$2722.34</b>

In response to my question, the tenant said he agreed with the landlords' claim for unpaid rent and for garbage removal. Therefore the hearing proceeded on the contested claims of the landlords, for house and carpet cleaning.

The landlord's relevant documentary evidence included photographs of the rental unit, a condition inspection report, a receipt for carpet cleaning, and a receipt for house cleaning.

*#1-House cleaning*-The landlord referred to the receipt, which showed the details of the work performed and the amount paid to the cleaner, for \$400. The landlord also referred to the condition inspection report showing the condition of the home at the end of the tenancy and the photographs.

The landlord submitted that the tenants failed to attend the final, move-out inspection, despite being provided opportunities to do so.

In response, the tenant thought that the amount of \$400 was unreasonable compared to the condition of the rental unit at the end of the tenancy and that a more reasonable amount would be \$125.

The tenant also submitted that many of the items and garbage removal were done by the landlords, not the cleaner.

*#2-Carpet cleaning*-The landlord referred to the receipt showing they were charged \$280 by the carpet cleaning company and the photographs of the rental unit at the end of the tenancy.

The tenant contended the carpets needed replacing.

### Analysis

In a claim for damage or loss under the Act or tenancy agreement, the claiming party, the landlords in this case, has to prove, with a balance of probabilities, four different elements:

**First**, proof that the damage or loss exists, **second**, that the damage or loss occurred due to the actions or neglect of the respondent in violation of the Act or agreement, **third**, verification of the actual loss or damage claimed and **fourth**, proof that the party took reasonable measures to mitigate their loss.

Where the claiming party has not met each of the four elements, the burden of proof has not been met and the claim fails.

I grant the landlords' monetary claim for unpaid rent of \$2000 and garbage removal of \$42.34 due to the tenant agreeing to such charges.

As to the remaining claims of the landlord, the Residential Tenancy Branch Regulations state that a condition inspection report is evidence of the state of repair and condition of the rental unit on the date of the inspection, unless either the landlord or the tenant has a preponderance of evidence to the contrary.

After reviewing the condition inspection report, the photographs, and the receipts of the landlord, I find the landlord submitted sufficient evidence through their submissions that such charges were reasonable and necessary.

I also was persuaded by the tenants' failure to attend the move-out inspection, which would be their opportunity to dispute the landlord's version of the condition of the rental unit at the end of the tenancy, as well as their lack of evidence to rebut the landlords' documentary evidence. I do not find the tenant's disagreement with the amount to be particularly compelling or persuasive.

I allow the landlords recovery of the filing fee of \$50 as I find that their application contained merit.

For the reasons stated above, I find the landlords have proven that they are entitled to monetary compensation in the amount of \$2772.34, comprised of unpaid rent for March 2013 of \$2000, house cleaning for \$400, carpet cleaning for \$280, garbage removal for \$42.34, and the filing fee of \$50.

### Conclusion

The landlords' application has been granted as I have found that they are entitled to monetary compensation in the amount of \$2772.34.

At the landlords' request, I direct that they retain the tenants' security deposit of \$1000 in partial satisfaction of their monetary award.

I grant the landlords a final, legally binding monetary order for the balance due in the amount of \$1772.34, which I have enclosed with the landlords' Decision.

Should the tenants fail to pay the landlords this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The tenants are advised that costs of such enforcement are recoverable from 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* and is being mailed to both the applicant and the respondents.

Dated: July 11, 2013

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Residential Tenancy Branch