



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNSD, MNDC, FF

### Introduction

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

The Landlord said she served the Tenants with the Application and Notice of Hearing (the "hearing package") by personal delivery on August 21, 2013. Based on the evidence of the Landlord, 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 rent arrears and if so, how much?
2. Is the Landlord entitled to compensation for unpaid rent and if so how much?
3. Are there other losses or damages and is the Landlord entitled to compensation?
4. Is the Landlord entitled to keep the Tenants' security deposit?

### Background and Evidence

This tenancy started on June 15, 2012 as a fixed term tenancy with an expiry date of June 15, 2013 then continued on a month to month basis. Rent was \$850.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$425.00 on June 21, 2012. The Landlord said on July 1, 2013, the Tenants gave her verbal notice that they were moving out of the rental unit on July 15, 2013. The Landlord said the Tenants did not give proper written notice to end the tenancy.

The Landlord continued to say the Tenants did not pay the full rent for January 2013 and \$260.00 is still unpaid for January, 2013. As well the Tenants did not pay the last month's rent from June 15, 2013 to July 15, 2013 in the amount of \$850.00 and the

Tenants have unpaid utilities for \$244.28. The Landlord said she submitted a copy of the utility bill and sent it to the Tenants.

In addition the Landlord said she is claiming the following items as the Tenants left the rental unit in very poor condition. The Landlord also said that no condition inspection reports were completed at the start and at the end of the tenancy.

1. Dump fees of \$40.00. (receipt submitted)
2. Paint costs in the amount of \$143.00 (receipt submitted)
3. Cleaning costs of the rental unit of \$350.00 (receipt submitted)
4. Carpet Cleaning of \$144.78 (receipt submitted)
5. Window cleaning of \$257.25 (receipt submitted)
6. Plumbing repairs to clear the kitchen drain for \$105.00 (receipt submitted)
7. Change the locks as all the keys were not returned in the amount of \$29.93 (receipt submitted)
8. Repair of window screens of \$69.17 (receipt submitted)
9. Replace faucet in the amount of \$59.99 (receipt submitted)

The Landlord said her total damage claim is for \$1,199.12 and the Landlord submitted 69 photographs to support her damage claims.

As well the Landlord requested to recover the filing fee for this proceeding in the amount of \$50.00 that she has already paid.

### Analysis

Section 26 says a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

The Tenants do not have the right under the Act to withhold part or all of the rent; therefore I find the Tenants are responsible for the unpaid rent for January, 2013 of \$260.00 and for June 15 to July 15, 2013 in the amount of \$850.00. Further unpaid utilities are treated as unpaid rent if the tenants are given a formal demand to pay the utilities. I accept the Landlord's testimony that the Tenants were given the utility bill which constitutes a formal demand to pay the bill. Consequently I award the Landlord the unpaid utilities in the amount of \$244.28.

For a monetary claim for damage of 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 has proven the loss existed and she verified the losses by providing receipts for the claims that the Landlord has made. As the Landlord did not do a move in condition inspection report the Landlord cannot establish the condition of the unit when the Tenants moved in. Consequently I dismiss the Landlord's claims for painting in the amount of \$143.00, the replacement of the screens for \$69.17 and the replacement of the faucet in the amount of \$59.99 as these items may have been damaged at the start of the tenancy.

With respect to the Landlord's cleaning claims I accept the Landlord's testimony that she paid the Tenants \$425.00 at the start of the tenancy to clean the unit and I accept the photographs the Landlord submitted to show the condition of the unit at the end of the tenancy. I accept the Landlord's testimony that these damages and losses were caused by the Tenants and the costs were reasonable amounts to clean the rental unit. I award the Landlord the following claims:

1).	Dump costs	\$ 40.00
2).	Cleaning the rental unit	\$350.00
3).	Carpet cleaning	\$144.78
4).	Window cleaning	\$257.25
5).	Plumbing repair cleaning the drain	\$105.00

Total cleaning costs	\$897.03
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In addition I also award the Landlord the cost to change the locks in the amount of \$29.93 as the Tenants did not return all the keys to the rental unit.

As the Landlord has been partially 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 in payment of the rent arrears. The Landlord will receive a monetary order for the balance owing as following:

	Rent arrears:	\$ 1,100.00
	Unpaid utilities	\$ 244.28
	Cleaning costs	\$ 897.03
	Change locks	\$ 29.93
	Recover filing fee	\$ 50.00
	Subtotal:	\$2,321.24
Less:	Security Deposit	\$ 425.00
	Subtotal:	\$ 425.00
	Balance Owing	\$ 1,896.24

Conclusion

A Monetary Order in the amount of \$1,896.24 has been issued to the Landlord. A copy of the Order must be served on the Tenants: 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: November 26, 2013

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Residential Tenancy Branch

