



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Strata's Choice Property Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for damage to the rental unit pursuant to section 67;
- authorization to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenants' pursuant to section 72.

The tenants did not attend this hearing, although I waited until 9:44 a.m. in order to enable them to connect with this teleconference hearing scheduled for 9:30 a.m. The landlord testified that she sent the tenants a copy of the landlord's dispute resolution hearing package and written evidence by registered mail on August 15, 2013. She provided the Canada Post Tracking Number and Customer Receipt to confirm this mailing. She said that this package was not returned to the landlord by Canada Post. She also testified that she sent a copy of these packages to the tenants by email. In accordance with sections 88, 89 and 90 of the *Act*, I find that the tenants were deemed served with the above documents on August 20, 2013, the fifth day after their mailing.

Issues(s) to be Decided

Is the landlord entitled to a monetary award for damage arising out of this tenancy? Is the landlord entitled to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary award requested? Is the landlord entitled to recover the filing fee for this application from the tenants?

Background and Evidence

This one-year fixed term tenancy began on August 1, 2012. Monthly rent was set at \$800.00, payable in advance on the first of each month, plus hydro and heat. The landlord continues to hold the tenants' \$400.00 security deposit paid on July 20, 2012. The landlord testified that before July 1, 2013, the tenants sent the landlord a notice to end their tenancy on July 31, 2013, the scheduled end date for their fixed term tenancy.

The landlord testified that the tenancy ended on July 31, 2013, at which time the parties conducted a joint move-out condition inspection. The tenants surrendered their keys to the rental unit after this inspection. The landlord entered into written evidence copies of the August 1, 2012 joint move-in condition inspection report and the July 31, 2013 joint move-out condition inspection report. Both reports were signed by the landlord and the female tenant.

Prior to the hearing, the landlord amended the \$231.70 sought in the landlord's original application for dispute resolution to \$227.95. This amount included the following items:

Item	Amount
Unreturned Parking Passes	\$20.00
Cleaning	75.00
Carpet Cleaning	82.95
Recovery of Filing Fee for this Application	50.00
Total of Above Items	\$227.95

The landlord entered into written evidence copies of documents, invoices, receipts and cheques to support the landlord's claim for the above items. The tenants did not provide any written evidence in response to the landlord's claim.

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. In this case, the onus is on the landlord to prove on the balance of probabilities that the tenant caused the damage and that it was beyond reasonable wear and tear that could be expected for a rental unit of this age.

I have compared the undisputed joint move-in and move-out condition inspection reports and find that the landlord has demonstrated entitlement to a monetary award for damage arising out of this tenancy. The landlord has also entered into written evidence statements from one of the tenants confirming that the tenants could not locate their parking passes, and as such agreed to the landlord's holding \$20.00 from their security deposit to compensate the landlord for this loss. There is also undisputed evidence that the tenants signed an Addendum to their Residential Tenancy Agreement in which they

committed to provide a receipt to the landlord to show that they had obtained professional carpet cleaning of the carpets at the end of this tenancy. There is undisputed evidence that this did not occur and that the landlord incurred a cost of \$82.95 to obtain professional steam cleaning of the carpets at the end of this tenancy.

On a balance of probabilities, I find that the landlord is entitled to a monetary award of \$20.00 for the tenants' lost parking passes, \$75.00 for cleaning and \$82.95 for the carpet cleaning costs the landlord incurred at the end of this tenancy. I also allow the landlord's to recover their \$50.00 filing fee.

I allow the landlord to retain a total of \$227.95 from the tenants' \$400.00 security deposit to implement the monetary award issued in the landlord's favour. I order the landlord to return the remaining \$172.05 of the tenant's security deposit plus applicable interest. No interest is payable over this period.

Conclusion

I issue a monetary Order in the tenants' favour under the following terms which allows the landlord to recover a monetary award for damage and the filing fee for this application and to return the remainder of the tenants' security deposit:

Item	Amount
Unreturned Parking Passes	\$20.00
Cleaning	75.00
Carpet Cleaning	82.95
Less Security Deposit	-400.00
Recovery of Filing Fee for this Application	50.00
Total Monetary Order	(\$172.05)

The tenants are provided with these Orders in the above terms and the landlord must be served with this Order as soon as possible. Should the landlord fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: November 21, 2013

Residential Tenancy Branch

