



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding QUADRA PACIFIC PROPERTIES CORP.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR MNSD MNDC FF

Introduction

This hearing was convened as a result of the landlord's application for dispute resolution under the *Residential Tenancy Act* (the "Act") for a monetary order for unpaid rent or utilities, authorization to retain the tenants' security deposit, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the filing fee.

The agent for the landlord (the "agent") appeared at the teleconference hearing and gave affirmed testimony. During the hearing the agent was given the opportunity to provide their evidence orally. A summary of the evidence is provided below and includes only that which is relevant to the hearing.

The tenants did not attend the hearing. As a result, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing") was considered. The agent testified that the tenants were served with the Notice of Hearing by registered mail on October 15, 2013. The agent provided a registered mail tracking number in evidence and confirmed the names and address for the tenants on the registered mail package, which contained the landlord's evidence, matched the names and address provided by the tenants as their written forwarding address on the outgoing condition inspection report. The outgoing move-out condition inspection report was submitted in evidence by the landlord.

According the tracking history report submitted in evidence by the landlord, the registered mail package was successfully delivered when SL signed for the registered mail package on October 17, 2013. The agent stated that SL was listed as "next of kin" by the tenants when the tenants submitted their application to rent, which was supported by the tenants' application to rent which was submitted in evidence by the landlord. Based on the above, and without any evidence to prove to the contrary, I accept that the tenants were sufficiently served under the *Act* as of October 17, 2013.

Preliminary and Procedural Matter

During the hearing, the agent for the landlord requested to amend the landlord's application to reflect the landlord's new unit number, which is 501. As a result, the landlord's address on their application was amended to reflect the landlord's new unit number.

Issues to be Decided

- Is the landlord entitled to a monetary order under the *Act*?
- What should happen to the tenants' security deposit under the *Act*?

Background and Evidence

The landlord submitted a copy of the tenancy agreement in evidence. A month to month tenancy began on August 20, 2013. Monthly rent in the amount of \$925.00 plus \$20.00 for a parking stall was due on the first day of each month. The tenants paid a security deposit of \$462.50 at the start of the tenancy, which the landlord continues to hold.

The agent referred to page 11 in the landlord's evidence, which is a written notice from the tenants dated September 24, 2013 indicating that the tenants were vacating the rental unit effective the same day, September 24, 2013. In the September 24, 2013 written notice from the tenants, the tenants acknowledge that they are responsible for rent in the above suite until October 31, 2013. The tenants provided their written forwarding address in September 24, 2013 document.

The agent referred to page 12 in the landlord's evidence, which is a signed condition inspection report where the tenants agree to the amount owing to the landlord in the amount of \$1,144.75, comprised of \$945.00 for outstanding October 2013 rent and parking of \$945.00, \$99.75 for carpet cleaning, and five hours of cleaning at \$20.00 per hour for a total cleaning cost of \$100.00. The agent stated that although they had the written permission from the tenants to retain their full security deposit towards the amount owing to the landlord, the landlord applied for dispute resolution on October 15, 2013 to seek a monetary order for the balance of money owed by the tenants to the landlord.

The landlord has applied for \$1,144.75 comprised of \$945.00 for outstanding October 2013 rent and parking of \$945.00, \$99.75 for carpet cleaning, and five hours of cleaning at \$20.00 per hour for a total cleaning cost of \$100.00. The landlord provided a monetary breakdown of the amount being claimed by way of a statement dated October

11, 2013, indicating that the tenants placed a “stopped payment” on the auto-debit rent payment for the month of October 2013, which the agent testified to during the hearing. In addition, the statement submitted by the landlord refers to an invoice from a carpet cleaning company in the amount of \$99.75, and cleaning of the suite including kitchen counters, fridge, stove, cupboards, floors, walls, windows, drapes, patio doors, balcony, bathroom sink, bathtub, toilet and floors for a total of five hours cleaning at \$20.00 per hour.

Analysis

Based on documentary evidence and undisputed testimony of the agent provided during the hearing, and on the balance of probabilities, I find the following.

Test for damages or loss

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided in sections 7 and 67 of the *Act*. Accordingly, an applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did whatever was reasonable to minimize the damage or loss.

Landlord’s claim for unpaid rent/parking – The agent testified that the tenants placed a stop payment on rent owed for the month of October 2013. The landlord is seeking the loss of unpaid rent for the month of October 2013 of \$945.00, which includes parking, due to the tenants failing to provide proper one month notice before they vacated. The tenants provided notice on September 24, 2013 and vacated the rental unit the same day, which **I find** is a breach of section 45 of the *Act*. As a result, **I find** the tenants were responsible for paying rent for October 2013, which the tenants acknowledged in the September 24, 2013 document; however, the tenants placed a stop payment on the auto-debit payment for October 2013 rent and parking of \$945.00.

Pursuant to section 26 of the *Act* a tenant must pay rent when it is due in accordance with the tenancy agreement. Based on the above, **I find** that the tenants failed to comply with a standard term of the tenancy agreement which stipulates that rent is due monthly on the first of each month. **I find** the landlord has met the burden of proof for

this portion of their claim and is owed compensation in the amount of **\$945.00** comprised of unpaid rent and parking for the month of October 2013.

Landlord's claim for carpet cleaning – The tenants agreed in writing on the outgoing condition inspection report that they owed the landlord \$99.75 for carpet cleaning. The landlord supported their claim by providing documentation to support that \$99.75 was paid for carpet cleaning. **I find** the landlord has met the burden of proof for this portion of their claim and is owed compensation by the tenants in the amount of **\$99.75** for carpet cleaning.

Landlord's claim for suite cleaning - The tenants agreed in writing on the outgoing condition inspection report that they owed the landlord \$100.00 for suite cleaning comprised of a total of five hours at \$20.00 per hour. The landlord supported their claim by providing documentation to support that five hours of cleaning was paid for suite cleaning, including a detailed list of what was cleaning, and that cleaning was \$20.00 per hour. **I find** the landlord has met the burden of proof for this portion of their claim and is owed compensation by the tenants in the amount of **\$100.00** for carpet cleaning.

The tenants' security deposit of \$462.50 has accrued no interest since the start of the tenancy. As the landlord's application had merit, **I grant** the landlord the recovery of the filing fee in the amount of **\$50.00**.

Monetary Order – I find that the landlord has established a total monetary claim in the amount of **\$1,194.75** comprised of \$945.00 in unpaid rent and parking for the month of October 2013, \$99.75 for carpet cleaning, \$100.00 for suite cleaning, plus \$50.00 for the filing fee. This claim meets the criteria under section 72(2)(b) of the *Act* to be offset against the tenants' security deposit. **I ORDER** the landlord to retain the tenants' full security deposit of \$462.50 in partial satisfaction of the claim and **I grant** the landlord a monetary order under section 67 for the balance due of **\$732.25**.

Conclusion

The landlord has established a total monetary claim of \$1,194.75. The landlord has been ordered to retain the tenants' full security deposit of \$462.50 in partial satisfaction of the claim. The landlord has been granted a monetary order under section 67 for the balance due of \$732.25. This order must be served on the tenants and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: January 27, 2014

Residential Tenancy Branch

