



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Grand Forks Realty Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing dealt with the landlords' 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 tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover their filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing, although I waited until 9:51 a.m. in order to enable her to connect with this teleconference hearing scheduled for 9:30 a.m. The landlords' agent (the agent) attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The agent testified that on July 30, 2013, the tenant provided her notice to end this tenancy by August 30, 2013. The agent testified that one of the landlords' representatives handed the tenant a copy of the landlords' dispute resolution hearing and written evidence packages on October 24, 2013. The landlords entered into written evidence a copy of written evidence including a written statement from a witness who observed the handing of the hearing package to the tenant on October 24, 2013 at 1:30 p.m. I am satisfied that the above documents were served to one another in accordance with the *Act*.

Issues(s) to be Decided

Are the landlords entitled to a monetary award for damage arising out of this tenancy?
Are the landlords entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested? Are the landlords entitled to recover the filing fee for their application from the tenant?

Background and Evidence

This tenancy for a furnished rental unit commenced as a fixed term tenancy on October 1, 2012. When the initial term expired on June 30, 2013, the tenancy continued as a periodic tenancy. Monthly rent was set at \$850.00, payable in advance on the first of each month. The landlords continue to hold the tenant's \$425.00 security deposit paid on September 30, 2012.

The landlords entered into written evidence a copy of the September 30, 2012, joint move-in condition inspection report. This report showed that the tenant agreed at the commencement of the tenancy that the rental unit was in satisfactory condition throughout.

The agent testified that this tenancy ended on August 31, 2013, when the tenant left the keys to the rental unit inside the rental unit. Although one of the landlords' representatives had allegedly attempted to arrange for a joint move-out condition inspection report with the tenant on August 31, 2013, no such joint move-out condition inspection was conducted. The agent testified that she participated in the joint move-out condition inspection conducted by one of the landlords' representatives on August 31, 2013, when possession of the rental unit transferred to the landlords. The agent testified that the landlords' move-out condition inspection report of August 31, 2013, a copy of which was provided to the tenant, accurately reflected the unclean condition of the rental unit at the end of this tenancy. She testified that there was garbage everywhere, the carpets showed evidence of a lack of cleaning of pet damage, the furniture was in a state of upheaval, and the rental unit required extensive cleaning. She said that the place was "a mess" at the end of this tenancy.

The landlords' application for a monetary award of \$1,420.41 included receipts for cleanup conducted by a handyman in the amount of \$218.57, which included costs he incurred for minor repairs and the dumping of garbage arising from this tenancy. The landlords also entered into written evidence a very detailed breakdown of 36 hours of cleaning provided by two women who conducted cleaning work on this rental unit from September 6-8, 2013 at a cost of \$450.00 each. The landlords also provided a copy of a receipt for \$275.00 for carpet shampooing for this rental unit. The landlords also submitted a \$26.84 receipt for the purchase of two mini-blinds that the agent maintained were damaged during this tenancy.

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 landlords 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.

After comparing the joint move-in condition inspection report with the move-out condition inspection report prepared by the landlords' representatives, I find that there is undisputed evidence that damage arose during the course of this tenancy that was beyond reasonable wear and tear that could be expected for this rental unit. I also find undisputed written evidence from the landlords and sworn testimony from the agent that damage arose during this tenancy for which the landlords are entitled to a monetary award. Although photographs would also have been helpful to document the extent of the damage that arose during this tenancy, I am satisfied by the landlords' written evidence and the undisputed direct sworn testimony of the agent that the landlords are entitled to monetary awards for extensive cleaning and the removal of debris and garbage from the rental unit at the end of this tenancy. I allow the landlords' application for a monetary award for the costs of hiring a handyman (\$218.57, including his purchase of supplies and dumping fees), the landlords' hiring of two cleaners (\$450.00 for each cleaner), and the landlords' retention of an individual to shampoo the carpet at the end of this tenancy (\$275.00).

I dismiss the landlords' claim for the replacement of the two sets of mini-blinds at a cost of \$26.84, without leave to reapply. I do so as the agent had no information regarding the age of the damaged mini-blinds or whether they were already past the end of their useful life.

I allow the landlords to retain the tenant's security deposit, plus allowable interest, to partially satisfy the monetary award issued in this decision. No interest is payable over this period. As the landlords have been successful in their application, I allow the landlords to recover their filing fee from the tenant.

Conclusion

I issue a monetary Order in the landlords' favour under the following terms, which allows the landlords to recover damage arising out of this tenancy and their filing fee, and to retain the tenant's security deposit:

Item	Amount
Handyman Cleanup and Removal of Debris and Garbage from Rental Unit	\$218.57
36 hours of Cleaning @ \$25.00 per hour = \$900.00	900.00
Carpet Shampooing	275.00
Less Security Deposit	-425.00
Recovery of Filing Fee for this Application	50.00
Total Monetary Order	\$1,018.57

The landlords are provided with these Orders in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant 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: February 03, 2014

Residential Tenancy Branch

