



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes: MNDC, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for reimbursement for cleaning costs, carpet cleaning, utilities and 2 days rent for remaining in the unit past the end of the month.

Despite being served by registered mail sent on December 6, 2013, the respondent did not appear.

Issue(s) to be Decided

Is the landlord is entitled to monetary compensation for cleaning, utilities and rent?

Background and Evidence

The tenancy began on October 28, 2013 and rent was \$936.00 per month. A security deposit of \$450.00 was paid.

A copy of the tenancy agreement, copies of invoices, photos and copies of communications were submitted into evidence.

The landlord testified that the tenant moved out on December 2, 2013 and vacated without leaving the unit reasonably clean. The landlord testified that the landlord incurred costs including

- \$60.00 for 2 days over-holding the unit
- \$58.27 for outstanding gas utilities
- \$191.67 owed for hydro usage
- \$120.00 for carpet cleaning
- \$100.00 for general cleaning

In addition to the above, the landlord is also claiming costs for developing photos, registered mail and the \$50.00 cost of the application.

Analysis

With respect to rent owed for two days, I find that section 26 of the Act states that rent must be paid when it is due, under the tenancy agreement. In this instance, I find that the tenant remained in the rental unit past December 1, 2013 and therefore must compensate the landlord in the amount of \$60.00.

With respect to the cost of utilities, I find that the tenancy agreement requires the tenant to pay 40% of the utility bills. I find that the landlord has sufficiently proven that the tenant owes \$58.27 for gas utilities and \$191.67 for BC Hydro services.

With respect to the cleaning costs, I find that an Applicant's right to claim damages from another party is dealt with under section 7 of the Act which states that if a landlord or tenant does not comply with the Act, the regulations or the tenancy agreement, then the non-complying party must compensate the other for damage or loss that results. Section 67 of the Act grants an Arbitrator the authority to determine the amount and to order payment under these circumstances.

In a claim for damage or loss under the Act, the party making the claim bears the burden of proof and the evidence furnished by the applicant must satisfy each component of the test below:

Test For Damage and Loss Claims

1. Proof that the damage or loss exists,
2. Proof that this damage or loss happened solely because of the actions or neglect of the Respondent in violation of the Act or agreement,
3. Verification of the actual amount required to compensate for the claimed loss or to rectify the damage, and
4. Proof that the claimant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage.

I find that the landlord is required to prove the existence and value of the damage or loss stemming directly from a violation of the agreement or a contravention of the Act by the respondent.

With respect to the cleaning claim, I find that section 37(2) of the Act states that, when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

In this instance, I find that the tenant did not comply with section 37 of the Act and that cleaning costs were incurred for which the landlord is entitled to be compensated in the amount of \$120.00 for carpet cleaning and \$100.00 for cleaning.

In regard to the landlord's claim for photo developing and registered mail costs, I find that the landlord's claim for reimbursement of mailing or other costs for preparing for the Dispute Resolution Hearing, are not compensable expenditures covered under any provision of the Act and must therefore be dismissed. However, I do find that the landlord is entitled to be reimbursed the \$50.00 cost of the application.

Given the above, I find that the landlord has established a total monetary claim of \$579.94, comprised of \$60.00 for 2 days additional rent, \$58.27 for gas utilities, \$191.67 for BC Hydro, \$120.00 for carpet cleaning, \$100.00 for general cleaning and the \$50.00 paid for this application.

I order that the landlord retain the tenant's security deposit of \$450.00 in partial satisfaction of the claim, leaving a balance of \$129.94 in favour of the landlord.

I hereby grant the Landlord an order under section 67 for \$129.94. This order must be served on the Respondent and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court

Conclusion

The landlord is successful in the application and is granted a monetary order and an order to retain the tenant's security deposit in partial satisfaction of the claim.

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: March 25, 2014

Residential Tenancy Branch

