



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Thiessen Enterprises Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: MNR, MND, MNDC, MNSD, FF

### Introduction

This hearing concerns the landlord's application for a monetary order as compensation for unpaid rent or utilities / compensation for damage to the unit, site or property / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of all or part of the security deposit and pet damage deposit / and recovery of the filing fee.

The landlord attended and gave affirmed testimony. The landlord testified that he personally served the application for dispute resolution and notice of hearing (the "hearing package") on the tenants at their new address on or about June 17, 2014. Despite this, neither tenant appeared at the hearing.

### Issue(s) to be Decided

Whether the landlord is entitled to any of the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

The unit which is the subject of this dispute is a house which is approximately 60 years old. The landlord purchased it 7 or 8 years ago, and during the period of the last 3 or 4 years there have been a total of some 4 sets of tenants, including the tenants who are the subject of this dispute.

Pursuant to a written tenancy agreement the tenancy began May 01, 2011. Monthly rent of \$1,450.00 was due and payable in advance on the first day of each month. A security deposit of \$725.00 and a pet damage deposit of \$725.00 were collected. The landlord testified that while a move-in condition inspection report was completed with the participation of both parties, he was now unable to find his copy.

Following notice given by the tenants, tenancy ended May 31, 2014. A move-out condition inspection report was not completed. The tenants failed to provide a forwarding address, however, the landlord obtained their new address from contact with the their new landlord, who sought a reference from the landlord. New renters were found effective from mid - June 2014.

### Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: [www.gov.bc.ca/landlordtenant](http://www.gov.bc.ca/landlordtenant)

The attention of the parties is drawn to the following particular sections of the legislation and Guidelines:

Section 23: **Condition inspection: start of tenancy or new pet**

Section 24: **Consequences for tenant and landlord if report requirements not met**

Section 35: **Condition inspection: end of tenancy**

Section 36: **Consequences for tenant and landlord if report requirements not met**

Section 37: **Leaving the rental unit at the end of a tenancy**

Residential Tenancy Policy Guideline # 1: "Landlord & Tenant – Responsibility for Residential Premises"

Based on the documentary evidence which includes receipts, invoices and photographs, and in consideration of the affirmed / undisputed testimony of the landlord, the various aspects of the landlord's claim and my related findings are set out below.

### **\$262.50: *carpet cleaning***

The landlord testified that the carpets had not been cleaned by the tenants at the end of tenancy.

Under the heading, **CARPETS**, Residential Tenancy Policy Guideline # 1 provides in part as follows:

3. The tenant is responsible for periodic cleaning of the carpets to maintain reasonable standards of cleanliness. Generally, at the end of the tenancy the tenant will be held responsible for steam cleaning or shampooing the carpets after a tenancy of one year. Where the tenant has deliberately or carelessly

stained the carpet he or she will be held responsible for cleaning the carpet at the end of the tenancy regardless of the length of tenancy.

4. The tenant may be expected to steam clean or shampoo the carpets at the end of a tenancy, regardless of the length of tenancy, if he or she, or another occupant, has had pets which were not caged or if he or she smoked in the premises.

Following from all of the above, I find that the landlord has established entitlement to the full amount claimed.

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**\$792.69:** *utilities (water / sewer / garbage) variously for February, March, April & May 2014*

The tenancy agreement provides that the above utilities are not included in the rent. In the result, I find that the landlord has established entitlement to the full amount claimed.

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**\$1,230.00:** *miscellaneous cleaning / repairs / yard work*  
\$41.30: *(\$25.85 + \$15.45) disposal fees for bio-degradable waste*  
\$32.25: *landfill fee*  
\$200.00: *garbage removal by truck*  
\$50.00: *fuel for above truck*

\$461.25: *(\$14.08, \$126.73, \$64.71, \$35.22, \$20.75, \$28.53, \$3.22, \$55.63, \$52.15, \$42.55, \$10.01, \$7.67) miscellaneous cleaning supplies and building supplies for repairs*

**Sub-total: \$2,014.80**

In consideration of "reasonable wear and tear" over a tenancy spanning approximately 3 years, in addition to the absence of the comparative results of move-in and move-out condition inspection reports in evidence, I find that the landlord has established entitlement limited to **\$664.88**, which is approximately 33% of the amount claimed.

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**\$50.00:** *filing fee*

As the landlord has achieved a measure of success with his application, I find that he has established entitlement to recovery of the full filing fee.

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**Total: \$1,770.07** (\$262.50 + \$792.69 + \$664.88 + \$50.00)

I order that the landlord retain the security deposit and the pet damage deposit in the combined total amount of **\$1,450.00** (\$725.00 + \$725.00), and I grant the landlord a **monetary order** for the balance owed of **\$320.07** (\$1,770.07 - \$1,450.00).

#### Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$320.07**. Should it be necessary, this order may be served on the tenants, filed in the Small Claims Court and enforced as an order 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: October 17, 2014

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Residential Tenancy Branch

