



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

This is an application for a monetary order for \$3668.50.

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing.

I have given the parties the opportunity to present all relevant evidence, and to give oral testimony, and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

Have the applicants established a monetary claim against the respondent, and if so in what amount?

Background and Evidence

The applicants testified that:

- This tenancy began on November 1, 2012 with a monthly rent of \$1275.00.

- The tenants paid a security deposit of \$650.00 on October 24, 2012, and paid a pet deposit of \$600.00 in installments in 2013.
- The tenants vacated the rental unit on June 6, 2014 after receiving a Notice to End Tenancy for nonpayment of rent.
- They were unable to re-rent the unit in the month of June 2014 and therefore lost the full rental revenue for that month.
- The tenants were also supposed to pay utilities, and therefore utilities for June 2014 were also not paid.
- They had personally loaned the tenants four cushions during the tenancy and those cushions were destroyed.
- They personally loaned the tenant a suction wine stopper and some wineglasses, and those too were destroyed and/or lost.
- At the end of the tenancy the rental unit was left in need of extensive cleaning and it cost them \$450.00 to have that cleaning done.
- The tenants had left some chicken wings on the back deck of the rental property after a party, and as a result it attracted a bear who damaged the back steps and the back door to the rental property and as a result those had to be repaired.
- The screening around the back deck had been pushed out by the tenants and as a result it had to be repaired.
- they also loaned the tenant a wood table, however when it was returned it had some cigarette burns and had to be sanded and repainted.
- There were also 14 light bulbs missing at the end of the tenancy that had to be replaced.
- There was also garbage left behind and a chair and television that had to be taken to the dump.
- The carpets were also left in need of cleaning and the house needed fumigation due to the fact that the tenants had pets that were allowed to go outdoors and then back into the house. The house was fumigated as a precaution in case the pets had brought fleas into the house.

- They also had to apply for a substitute service order because the tenants did not give them a forwarding address.

They are therefore requesting a monetary order as follows:

June 2014 rent	\$1275.00
June 2014 utilities	\$152.00
Four seat cushions	\$120.00
Suction wine stopper and 2 wineglasses	\$20.00
Housecleaning	\$450.00
Carpenter replacing steps to deck	\$521.50
Carpenter replacing screening and back door	\$540.00
Cigarette Burns to wood table	\$20.00
Lightbulbs	\$25.00
Dumping fee for garbage	\$5.00
Dumping fee for chair and television	\$15.00
Carpet cleaning and fumigating	\$450.00
Substitute service application fee	\$25.00
Dispute resolution application fee	\$50.00
Total	\$3668.50

The respondent testified that:

- They had intended to pay the rent for June 2014, however when the landlord served them with a 10 day Notice to End Tenancy they no longer felt comfortable living there and decided to vacate. They therefore do not believe they should have to pay the June 2014 rent or utilities.
- The seat cushions, wine stopper, wineglasses, and wood table were all items that were loaned to the tenant by the landlord that had nothing to do with the tenancy.

- She has a housecleaning business, and left this house in immaculate condition and there is no reason whatsoever for the landlord be charging anything further for cleaning.
- The stairs and door were damaged by a bear was ransacking the neighborhood, and they fail to see why they should be held responsible for the damage caused by the bear.
- The screen around the deck was pushed out by a raccoon that was attempting to get at the cat food and was not caused by them or their friends.
- There were light bulbs missing from the sockets when they vacated the rental unit; however they left an equal number of light bulbs in the rental unit for the landlord to replace.
- They did not leave any garbage behind however they did not dispose of the chair or the television as both belonged to the landlord.

Analysis

It is my decision that I will only allow a portion of the landlords claim.

I allow the claim for lost rental revenue for the month of June 2014, because the tenants failed to pay that rent and were evicted for nonpayment of rent. The tenants are therefore liable for any lost rental revenue that results.

I also allowed a claim for utilities, as the tenants were to pay a fixed amount of utilities per month and therefore they are also liable for those utilities are the month of June 2014.

I also allow the landlords claim for the \$50.00 filing fee.

I deny the remainder of the claim for lack of evidence.

The landlords have provided no evidence in support of their claims of having paid for housecleaning, carpentry work, dump fees, light bulbs, carpet cleaning or fumigating.

Further, the seat cushions, suction wine stopper, wineglasses, and wood table were not part of the tenancy agreement and were loaned to the tenants personally from the landlords and therefore I have no authority to make any award for these personal loans.

Further, even if the landlord had provided receipts or other such evidence support the claim, it is my finding that the landlord has not met the burden of proving that the damage caused by the bear was a result of any negligence on the part of the tenants nor has the landlord met the burden of proving that the screen was damaged by the tenants.

It's also my finding that the landlords have failed to meet the burden of proving that the tenants left the rental unit in need of cleaning, carpet cleaning, or fumigation.

The burden of proving the claim lies with the person making the claim and in this case as there is no evidence to support the claim, it is just the landlord's word against that of the tenant and that is insufficient to meet that burden of proof.

I also deny the landlord's request for the cost of the substitute service application, because the landlords did not even served the documents in the method ordered in the substitute service order.

Therefore the total amount of claim that I have allowed is as follows:

June 2014 loss rental revenue	\$1275.00
June 2014 utilities	\$152.00
Dispute resolution filing fee	\$50.00
Total	\$1477.00

Conclusion

I have allowed \$1477.00 of the landlords claim and I therefore order that the landlord may retain the full security/pet deposit totaling \$1250.00, and I have issued a monetary order in the amount of \$223.00.

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 23, 2014

Residential Tenancy Branch

