



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding FIRST CHOICE REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlord for a Monetary Order for: unpaid utilities; for damage to the rental unit; to keep all of the Tenants’ security deposit; and, to recover the filing fee for the cost of filing the Application.

An agent for the Landlord (the “Landlord”) appeared for the hearing and provided affirmed testimony as well as written evidence prior to the hearing. There was no appearance by the Tenants during the hearing or submission of written evidence.

As the Tenants failed to appear for the hearing, I turned my mind to the service of documents by the Landlord to the Tenants. The Landlord testified that after this tenancy had ended, the female Tenant had provided him with a forwarding address where both Tenants were currently residing. As a result, the Landlord served the Tenants with a copy of the Notice of Hearing, the Application and his documentary evidence by registered mail on July 30, 2014.

The Landlord provided the Canada Post tracking number during the hearing which was noted on the inside cover of the file. The Landlord testified that he had checked the Canada Post website which indicated that the documents had been received and signed for on August 6, 2014. Based on the undisputed evidence of the Landlord, I find that the Tenants were served in accordance with Section 89(1) (c) of the *Residential Tenancy Act* (the “Act”).

Issue(s) to be Decided

- Is the Landlord entitled to unpaid utilities up until the end of the tenancy?
- Is the Landlord entitled to a Monetary Order for damages to the rental suite?
- Is the Landlord entitled to keep all of the Tenants’ security deposit in partial satisfaction of the monetary claim?

Background and Evidence

The Landlord testified that this tenancy began on December 1, 2013 for a fixed term of six months. A written tenancy agreement was completed between the parties which established rent payable in the amount of \$1,400.00 on the first day of each month. The tenancy agreement also stipulates that the Tenants are also responsible for utilities, in particular the electricity. The tenancy ended when the Tenants vacated the rental suite at the end of May, 2014 in accordance with the end date of the tenancy agreement.

The Tenants paid a \$700.00 security deposit at the start of the tenancy which the Landlord still retains. The Landlord testified that after the tenancy had ended, he continued to converse with the female Tenant about damages to the rental suite as well as unpaid utilities. The Landlord testified that on about July 15 or July 16, 2014 the female Tenant provided him with a mailing address in a text message. As a result, the Landlord made his Application on July 18, 2014.

The Landlord now seeks the following amounts based on the following undisputed evidence presented during the hearing:

The Landlord testified that the Tenants had not paid their last hydro bill before vacating the rental suite. The Landlord referred to a utility bill provided in written evidence which shows that the amount outstanding up until May 5, 2014 was \$717.20. The Landlord used the meter readings ascertained at the end of May, 2014 to then calculate the amount of utilities owed from May 5, 2014 to the end of the month was \$134.86. This resulted in a total balance of \$852.06 in hydro utilities. The Landlord explained that the female Tenant had paid \$600.00 towards the utility arrears and currently there is a balance outstanding of **\$252.06**.

The Landlord testified that the Tenants had failed to leave the rental suite clean at the end of the tenancy; the walls had not been washed, the kitchen and bathrooms were dirty and the floors had not been moped or vacuumed. The Landlord provided an invoice from a cleaning company which came out to clean the rental suite on June 9, 2014 for a total cost of **\$400.00** for 16 hours at a rate of \$25.00 per hour. The invoice which was submitted in written evidence details the cleaning which was undertaken and verifies the Landlord's testimony.

The Landlord testified that the Tenants left the carpets unclean at the end of the tenancy and that there were extensive beer and coffee stains in the carpets. In support of this, the Landlord provided a carpet cleaning company invoice which shows that the carpets were cleaned on June 4, 2014 for a total cost of **\$255.20**. The Landlord also

pointed to a cleaning checklist which had been provided to the Tenants prior to them vacating the rental suite. One of the items on this list is a requirement for the carpets to be steam cleaned.

The Landlord testified that there was extensive damage done to the rental suite by the Tenants after they had left. The Landlord pointed me to the invoice from a general contractor who had been employed to remedy the damages caused by the Tenant. The invoice is dated for June 17, 2014 and provides a list of 12 detailed items of damages that were repaired; each item is separately identified with its individual cost and, where appropriate, the invoice details the amount of time in labor it took to repair each item at a cost of \$25.00 per hour. The total claim made by the Landlord for these repairs is **\$1,286.40** as evidenced on the general contractor's invoice.

The Landlord also claims **\$22.53** for the cost of purchasing bolts and caps for the repair of the bed board and light bulbs which were not replaced by the Tenants at the end of the tenancy.

The Landlord had made an additional claim for **\$450.00** in labor costs but withdrew this portion of the Application as he was unable to provide any evidence to support this portion of the claim.

Analysis

I accept the Landlord's testimony that he was provided with a forwarding address by the Tenant on or about July 15 or 16, 2014. As a result, I find that the Landlord made the Application on July 18, 2014 to keep the Tenants' security deposit and that this was within the 15 day time limit allowed by Section 38(1) of the Act.

I have examined the Landlord's oral and written evidence. In the absence of any evidence from the Tenants to dispute the Landlord's evidence, I make the following findings based on the balance of probabilities on the evidence before me.

I accept the Landlord's testimony that the Tenants failed to pay electricity costs for the later stage of their tenancy. The Landlord provided the utility bill to support this testimony and I am satisfied that the amount calculated by the Landlord using the meter reading ascertained at the end of the tenancy, is correct. I therefore find that the Landlord is entitled to recover the unpaid utility costs in the amount of **\$252.06**.

Section 37(2) (a) of the Act requires a Tenant to leave the rental suite reasonably clean and undamaged at the end of the tenancy except for reasonable wear and tear.

I accept the Landlord's undisputed oral testimony that the Tenants failed to comply with the Act in leaving the suite reasonably clean and undamaged at the end of the tenancy. The invoices provided as evidence support the Landlord's testimony and detail the damage and cleaning that was remedied. I also find that the invoices were current as of the end of tenancy and that they verified the losses being claimed. Furthermore, I find that the evidence provided by the Landlord indicates that the damages and cleaning left at the end of the tenancy could not be attributed to reasonable wear and tear. Therefore, the Landlord is awarded the cleaning and repair costs in the amounts claimed for a total of **\$1,686.40** (\$1,286.40 + \$400.0).

Policy Guideline 1 to the Act details the responsibilities of a Landlord and Tenant in a tenancy. The guideline provides that where a Tenant has carelessly or deliberately stained the carpets, they would be responsible for cleaning the carpet at the end of the tenancy.

I accept the Landlord's oral testimony in conjunction with the document provided to the Tenants before the tenancy ended requiring them to steam clean the carpets that the Tenants failed to meet this requirement. I find that in conjunction with the invoice, which is dated just after the tenancy ended, the Landlord has verified this loss and as a result I award the amount of the carpet cleaning for **\$255.20** to the Landlord.

The Landlord claimed \$22.53 for the costs of bolts and light bulbs purchased by the Landlord to complete repairs at the end of the tenancy. However, in respect of this portion of the claim, I find that the Landlord failed to provide sufficient evidence of the repairs that were remedied using the items purchased. Therefore, I deny this portion of the Landlord's claim.

As a result, the total amount awarded to the Landlord is **\$2,193.66** (\$400.00 + \$1,286.40 + 255.20 + \$252.06).

As the Landlord has been successful in this matter, the Landlord is also entitled to recover from the Tenants the **\$50.00** filing fee for the cost of the Application.

Therefore, the total amount awarded to the Landlord is **\$2,243.66**.

As the Landlord already holds a **\$700.00** in the Tenants' security deposit, I order the Landlord to retain this amount in partial satisfaction of the claim awarded pursuant to Section 38(4) (b) of the Act. As a result, the Landlord is awarded **\$1,543.66**.

Conclusion

For the reasons set out above, I grant the Landlord monetary compensation pursuant to Section 67 of the *Residential Tenancy Act* in the amount of **\$1,543.66**. 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 if the Tenants fail to make payment.

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: January 22, 2015

Residential Tenancy Branch

