



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes MNSD, MND, FF

Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act"). The landlord applied for authority to keep all or part of the tenants' pet damage deposit and security deposit, a monetary order for money owed or compensation for damage or loss, and for recovery of the filing fee paid for this application.

The landlord's agent (hereafter "landlord") attended the telephone conference call hearing; the tenants did not attend.

The landlord submitted the registered mail receipts showing the tracking numbers to substantiate that they served the tenants with their Application for Dispute Resolution and Notice of Hearing on September 3, 2014. The landlord submitted that the address used was an address provided by the tenants and that the mail was returned to the landlord.

Based upon the submissions of the landlord, I find the tenants were served notice of this hearing in a manner complying with section 89(1) of the Act and the hearing proceeded in the tenants' absence.

I note that the landlord also provided evidence that he served the tenants with their application by attaching the documents to the tenants' door; however, that method of services does not comply with Section 89(1) of the Act, and I have therefore not accepted this method of delivery to consider whether the tenants were served in a manner complying with the Act.

The landlord was provided the opportunity to present his evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

Issue(s) to be Decided

Is the landlord entitled to retain the tenants' security deposit and pet damage deposit, further monetary compensation, and for recovery of the filing fee paid for this application?

Background and Evidence

The landlord provided evidence that this tenancy began on April 1, 2014, ended on August 31, 2014, that the tenants' monthly rent was \$975.00, and that the tenants paid a security deposit and pet damage deposit of \$487.50 each at the beginning of the tenancy.

The landlord's monetary claim is as follows:

Carpet replacement	\$1431.92
Repairs and painting	\$280.00
Cleaning	\$245.00

The landlord's additional relevant documentary evidence included the written tenancy agreement, a carpet replacement invoice, a cleaning statement and invoice, and a repair and painting statement and invoice.

The landlord's relevant oral evidence included:

Carpet replacement-The landlord submitted that the tenants had a large dog, who was left confined for long periods of time, and that the dog destroyed the carpet and underlay due to urinating all over the carpet. The carpet could not be salvaged, according to the landlord.

Repairs and painting-The landlord submitted that the tenants' dog urinated on the walls, that there were holes, one boot sized, and deep scrapes on the walls, which required repair and repainting of 2 coats.

Cleaning-The landlord submitted that the tenants failed to clean the rental unit at all, which necessitated that the landlord provide the cleaning. Some items of note were food left in the refrigerator, personal property needing to be removed to the landfill, washing all walls and floors, and scrubbing the bathroom.

Analysis

Under section 7(1) of the Act, if a landlord or tenant does not comply with the Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other party for damage or loss that occurs as a result, so long as the applicant verifies the loss, as required under section 67. Section 7(2) also requires that the claiming party do whatever is reasonable to minimize their loss.

Carpet replacement- I find the landlord submitted sufficient evidence that the state of the carpet was beyond cleaning, and I am satisfied through the landlord's undisputed evidence that the carpet was required to be replaced due to the damage by the tenants' dog. I find the landlord's costs to be reasonable and I therefore find the landlord is entitled to a monetary award of \$1431.92, as shown by the receipt.

Repairs and painting-I find the landlord submitted sufficient, undisputed evidence that the tenants damaged the rental unit which went beyond reasonable wear and tear. I find the landlord's costs to be reasonable and I therefore find the landlord is entitled to a monetary award of \$280.00, as shown by the receipt.

Cleaning-I find the landlord submitted sufficient undisputed evidence that the rental unit required cleaning as the tenant failed to leave the rental unit reasonably clean. I find the landlord's costs to be reasonable and I therefore find the landlord is entitled to a monetary award of \$245.00 for cleaning, as shown by the receipt.

Due to the above, I grant the landlord's application and find they are entitled to a total monetary award of \$2006.92, comprised of carpet replacement for \$1431.92, repairs and painting for \$280.00, cleaning for \$245.00, and for recovery of the filing fee paid for this application of \$50.00.

At the landlord's request, I allow them to retain the tenants' security deposit and pet damage deposit of \$487.50 each in partial satisfaction of their monetary award.

I grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act for the balance due in the amount of \$1031.92, which is enclosed with the landlord's Decision.

Should the tenants fail to pay the landlord this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The tenants are advised that costs of such enforcement are subject to recovery from the tenants.

Conclusion

I have granted the landlord's application for dispute resolution and granted them a monetary award of \$2006.92.

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 16, 2015

Residential Tenancy Branch

