



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes                      MND, MNR, MNSD, FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for unpaid rent and for damage to the unit pursuant to section 67;
- authorization to retain all or a portion of the tenant's security and pet deposits in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover their filing fee for this application from the tenants pursuant to section 72.

The landlord attended the hearing by conference call and gave undisputed testimony. The tenants did not attend or submit any documentary evidence. The landlord stated that the tenants were each served with the Notice of Hearing Package and the landlord's documentary evidence by Canada Post Registered Mail on September 12, 2014 and have submitted copies of the Customer Receipt Tracking numbers as confirmation of service. The landlord stated that the Notice of Hearing Packages were sent to the tenants forwarding address in writing which she received by email sometime between August 19-29, 2014 and that the Packages were returned by Canada Post as unclaimed. The landlord has submitted copies of the Canada Post Online Tracking information as confirmation. I accept the undisputed evidence of the landlord and find that the tenants have both been properly served with the Notice of Hearing Packages and the submitted documentary evidence pursuant to section 88 of the Act.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent, damages and recovery of the filing fee?

Is the landlord entitled to retain the security and pet damage deposits?

### Background and Evidence

This tenancy began on July 1, 2013 on a fixed term tenancy (3 years) ending on June 30, 2016 as shown by the submitted copy of the signed tenancy agreement dated May 9, 2013. The

monthly rent was \$1,250.00 payable on the 1<sup>st</sup> day of each month and a security deposit of \$625.00 and a pet damage deposit of \$625.00 were paid. The landlord also stated that the tenants paid a furnace oil deposit of \$736.61.

During the hearing, the landlord stated that she had returned \$350.00 of the combined deposits (\$625.00 security, \$625.00 pet damage and \$736.61 Furnace Oil) to the tenants on November 3, 2014, leaving \$1,636.61 held in trust.

The landlord seeks a monetary claim for \$1,901.06 which consists of:

- \$269.12 for Professional Carpet Cleaning;
- \$310.00 for General Cleaning;
- \$67.19 for the cost of replacing a missing blind;
- \$94.75 for the cost of towing the tenants' abandoned travel trailer;
- \$100.00 for the cost of labour to repair damaged blinds and a screen door; and
- \$1,060.00 of unpaid rent (August 2014).

The landlord stated that the tenants vacated the rental unit on August 29, 2014 prematurely before for the end of the tenancy. The landlord stated that the tenants failed to pay rent of \$1,060.00 for August 2014. The landlord stated in her affirmed testimony that the tenants were served with a 10 Day Notice to End Tenancy issue for unpaid rent (the 10 Day Notice) on August 19, 2014 in person. The landlord stated that this is reflected in a copy of her bank statement which shows that the tenants made a partial payment of \$190.00 on August 8, 2014.

The landlord stated that the tenants left the carpet stained and has submitted a copy of a receipt for professional carpet cleaning dated August 29, 2014 for pet stain treatment for \$269.12 which was caused by the tenants' pet. The landlord stated that an email exchange with the tenant showed that the tenants were consenting to the cost of professional carpet cleaning.

The landlord stated that the tenants left the rental unit dirty requiring cleaning as shown by the incomplete condition inspection report made on August 29, 2014. The landlord stated that the tenants sent an email on the evening of August 28, 2014 stating that they had vacated the rental and would not be present for the condition inspection on August 29, 2014. The landlord stated that she had her cleaner attend and witness the inspection on August 29, 2014. The landlord has also submitted a letter dated August 29, 2014 from her cleaner who notes how dirty the rental unit was at the time. The landlord stated that this letter confirms the contents of the condition inspection report which was completed without the tenants. The landlord has submitted a copy of a receipt for \$310.00 as proof of payment for cleaning the rental unit.

The landlord seeks a replacement cost of \$67.19 for a missing blind from the laundry room. The landlord stated that this was present at the beginning of the tenancy and missing at the end as shown by the submitted copy of the completed condition inspection report for the move-in

and incomplete condition inspection report for the move-out. The landlord has submitted a copy of a receipt for \$67.19 from Home Depot dated August 30, 2014.

The landlord seeks recovery of \$94.75 for the cost of towing the tenant's abandoned travel trailer to the tenant's new address. The landlord stated that the tenant abandoned the trailer and agreed in the email for the landlord to have the trailer towed to the tenants' new address. The landlord has submitted a copy of receipt from a towing company dated August 29, 2014 for the towing of the trailer from the dispute address to the tenants new address.

The landlord seeks recovery of \$100.00 for 4 hours of her time for labour in repairing damaged blinds and repair of a screen door. The landlord stated that when the tenant left the rental, one of the blinds needed to be repaired and that she had to source and install the missing parts which took her a total of 2 hours for \$50.00. The landlord also stated that she cleaned and repaired marks on the walls in the stairwell and doors. The landlord stated that after cleaning she had to re-paint the screen door. The landlord stated that this took 2 hours totalling \$50.00. The landlord submitted her own hand written invoice for this claim. During the hearing, the landlord stated that no supplies/parts were bought. The landlord stated that the damage was noted on the condition inspection report that was completed without the tenants.

### Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. In this case, the onus is on the landlord to prove on the balance of probabilities that the tenant caused the damage and that it was beyond reasonable wear and tear that could be expected for a rental unit of this age.

The landlord has provided sworn and uncontested testimony that the tenants have unpaid rental arrears totaling \$1,060.00. I find that the landlord has proven her entitlement to the rent arrears. The landlord is entitled to a monetary order for the unpaid rent.

The landlord has provided sworn and uncontested testimony that the tenants left the rental unit dirty requiring cleaning, a pet stained carpet, a missing blind from the laundry window, abandoned a travel trailer on the property and damaged a blind and a screen door that required repairs. This is supported by the completed condition inspection report for the move-in, an incomplete condition inspection report at the end of tenancy, a letter dated August 29, 2014 from the landlord's professional cleaner and the submitted copies of the invoices/receipts for

each amount claimed by the landlord. I find that the landlord has established a monetary claim of \$841.06.

The landlord has established a total monetary claim of 1,901.06. The landlord having been successful in her application is entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the combined deposits of \$1,636.61 in partial satisfaction of the claim and grant a monetary order under section 67 for the balance due of \$314.45.

#### Conclusion

The landlord is granted a monetary order for \$314.45. This Order must be served upon the tenants. Should the tenants fail to comply, the Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

The landlord may retain the combined security, pet damage and furnace oil deposits in partial satisfaction.

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: April 08, 2015

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Residential Tenancy Branch

