



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for An Order of Possession and Monetary Order for unpaid rent, for loss of rent, for compensation under the Act and the tenancy agreement, for damage and cleaning of the rental unit, for an Order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

At the outset of the hearing the Landlord confirmed that the Tenants moved out on August 19, 2014 such that an Order of Possession was not required.

Issue to be Decided

Is the Landlord entitled to monetary compensation from the Tenants?

Background and Evidence

This tenancy began August 1, 2013. The monthly rent payable was \$1,600.00 payable on the first of the month. The Tenants paid a security deposit of \$800.00 on August 1, 2013.

The Landlord testified that in August of 2014 the rent increased to \$1,617.00 per month. No evidence was submitted which would support the \$17.00 rent increase.

On August 8, 2014 the Landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities indicating the sum of \$1,617.00 was due as of August 1, 2014. The Tenant vacated the property on the effective date of the Notice, namely, August 19, 2014.

When I asked the Landlord to describe the condition of the rental unit when the Tenants vacated she stated that there “was nothing wrong with the condition, except the carpet and drapes needed cleaning”.

The Landlord claims as follows:

Rent owing for August 2014	\$1,617.00
Parking for August 2014	\$95.00
Late payment fee for August 2014	\$25.00
2 hours of cleaning	\$60.00
Bedroom carpet cleaning	\$32.50
Drape cleaning	\$35.00
Cost to replace key	\$20.00
Filing fee	\$50.00
Total claimed	\$1,934.50

The Landlord did not submit any receipts in evidence to support the above claims. The Landlord claimed that each Tenant signs a form which indicates they are responsible for the above costs when moving out; that form was also not in evidence.

The Landlord claimed that a Condition Inspection Report was done both when the Tenants moved in and when they moved out; neither report was in evidence.

The Landlord confirmed the rental unit was re-rented as of September 1, 2014.

The Tenants confirmed they owed rent for August 2014. They also confirmed that a move in and move out inspection were conducted by the Landlord, but that they did not participate in the move out as they were “busy moving”.

The Tenants stated that they vacuumed, sprayed and then vacuumed the carpets, but that they did not have them professionally cleaned. The Tenant testified that from their perspective, the carpets were at least 20 years old.

The Tenants oppose the Landlord’s request for \$20.00 to replace the rental unit keys as they claim they returned both sets which were provided to them.

The Tenants failed to submit any evidence.

Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities.

Awards for compensation are provided in sections 7 and 67 of the *Act*. Accordingly, an applicant must prove the following:

1. that the other party violated the *Act*, regulations, or tenancy agreement;
2. that the violation caused the party making the application to incur damages or loss as a result of the violation;
3. the value of the loss; and,
4. that the party making the application did whatever was reasonable to minimize the damage or loss.

In this instance, the burden of proof is on the Landlords to prove the existence of the damage/loss and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the Tenant. Once that has been established, the Landlords must then provide evidence that can verify the value of the loss or damage. Finally it must be proven that the Landlords took reasonable steps to minimize the damage or losses that were incurred.

Where one party provides a version of events in one way, and the other party provides an equally probable version of events, without further evidence, the party with the burden of proof has not met the onus to prove their claim and the claim fails.

Based on all of the above, the evidence and testimony, and on a balance of probabilities, I find as follows.

I find the Tenant did not pay rent for August 2014 and is therefore liable for the unpaid rent, parking fees and late charges.

The Landlord failed to submit any photos of the rental unit, nor did she submit any receipts for the costs she claimed to have incurred for cleaning or replacing the keys to the rental unit. I find that the Landlord has failed to provide evidence that can verify the value of the loss or damage with respect to costs allegedly incurred for cleaning, drape cleaning and replacement of the key.

That said, the Tenants confirmed that the carpets were not steam cleaned when the Tenants left, as required under the *Act* and the tenancy agreement. Accordingly, I allow the Landlord's claim for **\$32.50** for carpet cleaning.

I find that the Landlords have established a total monetary claim of **\$1,819.50** comprised of the following:

Rent owing for August 2014	\$1,617.00
Parking for August 2014	\$95.00
Late payment fee for August 2014	\$25.00

Bedroom carpet cleaning	\$32.50
Filing fee	\$50.00
Total claimed	\$1,819.50

I Order that the Landlords retain the deposit and interest of **\$800.00** in partial satisfaction of the claim and I grant the Landlords an Order under section 67 for the balance due of **\$1,019.50**.

This Order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: May 13, 2015

Residential Tenancy Branch

