



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes Landlord: MND, MNR, MNSD, FF
Tenant: MNDC, MNSD, FF

Introduction

This hearing dealt with cross Applications for Dispute Resolution with both parties seeking monetary orders.

The hearing was conducted via teleconference and was attended by the landlord

The landlord testified each tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* personally on March 5, 2015 in accordance with Section 89.

Based on the testimony of the landlord, I find that each tenant has been sufficiently served with the documents pursuant to the *Act*.

I also note this hearing was scheduled in response to the landlord's Application for Dispute Resolution and one of the two tenant's Application for Dispute Resolution both filed on the same date. I note that both parties had been provided with hearing packages with date; time; and call-in procedures and codes for the hearing, directly from the Residential Tenancy Branch. As such, I am satisfied the tenants were well aware of the date; time and procedures to follow to call into this hearing.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for damage to and cleaning of the rental unit; for all or part of the security deposit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Act*.

It must also be decided if the tenant is entitled to a monetary order for the return of rent; for all or part of the security deposit and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Act*.

Background and Evidence

Both parties submitted into evidence a copy of a tenancy agreement signed by the parties on June 7, 2015 for a 1 year fixed term tenancy beginning on June 1, 2015 for a monthly rent of \$1,400.00 due on the 1st of each month with a security deposit of \$700.00 paid. The landlord confirmed a pet damage deposit of \$100.00 was also paid by the tenant. The parties agree the tenants vacated the rental unit on February 13, 2015.

The landlord submitted into evidence a copy of a handwritten note dated February 17, 2015 in which the tenants provided her forwarding address to the landlord. The landlord submitted his Application for Dispute Resolution on March 2, 2015.

The landlord submits the tenants failed to pay rent in full for the month of February 2015. The landlord acknowledges that he received payment from the tenants in the amount of \$465.00. The landlord seeks the balance of rent for the month of February 2015.

The landlord has submitted a Condition Inspection Report recording the condition of the rental unit at the start and the end of the tenancy. The landlord claims for the following cleaning and repairs:

Description	Amount
Carpet Cleaning (receipt provided)	\$104.95
Repair Spindles	\$30.00
Cleaning – 16 hours at \$25.00 per hour	\$400.00
Utilities	\$205.47
Window/Blinds 2hrs per blind – 7 blinds at \$25.00 per hour	\$350.00
February 2015 rent	\$935.00
Total	\$2025.42

Analysis

In the absence of the applicant tenant I dismiss her Application for Dispute Resolution in its entirety without leave to reapply.

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the Act, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

Based on the landlord's undisputed testimony and evidence I find the tenants failed to pay the full amount of rent for February 2015 and owe the landlord \$935.00.

Section 37 of the *Act* states that when a tenant vacates a rental unit at the end of a tenancy the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear and give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

Based on the landlord's undisputed testimony and evidence I find the landlord has established that he has suffered a loss as a result of this tenancy for the cost of cleaning and repairing the rental unit and for water and sewer utilities as described above and that the landlord has established the value of these losses.

Conclusion

Based on the above, I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$2,075.42** comprised of \$935.00 rent owed; \$884.95 for cleaning and repairs; \$205.47 utilities and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security and pet damage deposits held in the amount of \$800.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$1,275.42**. This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

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: June 16, 2015

Residential Tenancy Branch

