



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Brown Bros
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FF, MND, MNSD

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Despite having been served with the landlords' evidence, application for dispute resolution and notice of hearing by registered mail on July 22, 2015, the tenants did not participate in the conference call hearing. The landlord gave affirmed evidence.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence

The landlord's undisputed testimony is as follows. The tenancy began on June 1, 2014 and ended on July 2, 2015. The tenants were obligated to pay \$1950.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$975.00 security deposit. The landlord stated that the unit was painted prior to the tenants moving in. The landlord stated that the tenants' smoked in the house. The landlord stated that smoke damage was so severe the unit required repainting. The landlord stated that the tenants left the unit filthy and required 5 cleaners over two full days to make it presentable again.

The landlord stated that the tenant failed to pay their utility costs as agreed upon in their tenancy agreement. The landlord is seeking to recover the costs of cleaning the unit, cleaning the drapes, cleaning the carpets, cleaning supplies, painting, utility costs and filing fee.

The landlord is applying for the following:

1.	Suite Cleaning, Drape cleaning and Carpet Cleaning	\$1192.50
2.	Painting	\$460.02
3.	Water arrears	\$259.88
4.	Cleaning Supplies	\$40.00
5.	Filing Fee	\$50.00
6.		
	Total	\$2002.40

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 submitted extensive documentation, photos, receipts' and undisputed testimony to support their claim. I find that due to the tenants smoking, extensive damage was done to the paint requiring the landlord to repaint much sooner than they would have if the tenants abided by the no smoking rule entitling the landlord to the full amount for painting. In addition, I find that based on the evidence before me and in the absence of any disputing evidence from the tenants, the landlord has provided sufficient evidence to support each of their claims. I find that the landlord is entitled to \$2002.40

Conclusion

The landlord has established a claim for \$2002.40. I order that the landlord retain the \$975.00 deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1027.40. This order may be filed in the Small Claims Court and 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: January 21, 2016

Residential Tenancy Branch

