



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ADVENT REAL ESTATE SERVICES LTD.
and [tenant name suppressed to protect privacy]

DECISION

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

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. Both parties participated in the conference call hearing. The landlord submitted documentary evidence for this hearing that the tenant confirmed that he received. The tenant did not submit any documentation for this hearing.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence

The landlord's testimony is as follows. The tenancy began on November 1, 2014 and ended on June 30, 2015. The tenants were obligated to pay \$1395.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$697.50 security deposit. The landlord stated that the tenant participated in the written condition inspection report at move in but had his father attend for the move out written condition inspection report. The landlord is seeking a monetary order for damages, cleaning, unpaid utilities, and strata fines. The landlord stated that the tenants had a cat in the unit without the

landlords' permission that left such a strong smell that the suite required extra cleaning and full painting of the suite. The landlord stated the unit was freshly painted prior to these tenants moving in.

The landlord is applying for the following as per the monetary order worksheet.

1.	Carpet Replacement	\$1599.24
2.	Painting of suite	\$1500.00
3.	Replace bedroom door	\$375.00
4.	Bylaw fines	\$136.50
5.	Utility bill	136.50
6.	Suite cleaning	390.63
	Total	\$4186.96

The tenant gave the following testimony. The tenant stated that he agreed with most of the landlords claim except for the painting in the cleaning. The tenant stated that a cat was in the unit for only two weeks and could not have left that much of an odor to require repainting of the unit. The tenant stated that he spent an entire day cleaning and felt that he left the suite very clean and in better shape than when he got it.

Analysis

It is worth noting that in the landlords' documentary package they submitted five different calculations as to what they were seeking. I had the landlord "walk me through" their application and the costs sought. This decision addresses the claims as per the monetary work sheet submitted by the landlord and the items as described.

Section 67 of the Act states that when a party makes a claim for damage or loss the burden of proof lies with the applicant to establish their claim. **To prove a loss the applicant must satisfy all four of the following four elements:**

1. Proof that the damage or loss exists,
2. Proof that the damage or loss occurred due to the actions or neglect of the other party in violation of the Act, Regulation or tenancy agreement,
3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage, and
4. Proof that the applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

I address the landlords' claims and my findings as follows.

1. Carpet replacement \$1599.24, replacement of bedroom door \$375.00, bylaw fines \$136.50, & \$185.59 utilities = \$2296.33.

The tenant stated that he takes responsibility for these claims; based on that acknowledgment I grant the landlord \$2296.33.

2. Suite Cleaning – \$390.63.

The landlord requested \$390.63 but submitted a bill for \$275.63; I considered this claim on the basis of the actual invoice amount of \$275.63. The landlord stated that the unit was left dirty and that the tenants' father "signed off" that it required cleaning as per the move out condition inspection report. The tenant stated that the unit was left in good condition and that the landlord should not be entitled to this claim.

Based on the agreed to and signed condition inspection report at move out, the landlord has submitted sufficient evidence to satisfy me of this claim on a balance of probabilities and I therefore find that the landlord is entitled to \$275.63.

3. Painting - \$1500.00.

The landlord stated that due to the vile smell of cat urine the unit required painting. The tenant disagreed and stated that the landlord was exaggerating the extent of the odor.

The landlord submitted a move out condition inspection report that was very detailed and addresses each deficiency as they saw fit, however nowhere on that form does it address the need to paint the unit. The landlord has not provided any other supporting evidence to support this claim and the necessity to repaint the unit; accordingly I dismiss this portion of the landlords' application.

The landlord is also entitled to the recovery of the \$100.00 filing fee.

Conclusion

The landlord has established a claim for \$2671.96. I order that the landlord retain the \$697.50 security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1974.46. 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: April 08, 2016

Residential Tenancy Branch