



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Rich Surrey Land Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR, MND, MNDC, MNSD, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for damages to the unit - Section 67;
3. A Monetary Order for compensation - Section 67;
4. An Order to retain the security deposit - Section 38; and
5. An Order to recover the filing fee for this application - Section 72.

### Preliminary Matters

The Landlord searched the Tenant’s vehicle information number to obtain the Tenants’ residential address. Both Tenants were served with the application for dispute resolution and hearing documents at this address by registered mail. I therefore accept that the Tenant was served with the application for dispute resolution and notice of hearing in accordance with Section 89 of the Act. The Tenants did not attend the hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

It is noted that following the hearing an evidence package from the Landlord was processed by the Residential Tenancy Branch (the “RTB”) and provided to this Arbitrator. Rule 3.14 of the RTB Rules of Procedure provides that evidence intended to be relied on at the hearing must be received by the respondent and the RTB not less than 14 days before the hearing. It is unknown whether this evidence was provided to

the Tenant and as this evidence package was not received by the RTB in the time permitted I decline to consider the evidence.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy started on August 1, 2013 and ended on February 22, 2015. Rent of \$1,300.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$650.00 as a security deposit and later collected \$325.00 as a pet deposit. The Parties mutually conducted a move-in inspection. The Tenant's phone was disconnected at the end of the tenancy and the Landlord had no way to contact the Tenant to offer a move out inspection. The Landlord conducted the inspection alone around February 26, 2015 and completed a condition report.

The Tenants owed rental arrears and failed to pay rent for February 2016 so the Landlord served the Tenants with a notice to end tenancy for unpaid rent of \$6,832.43. This Notice was not disputed by the Tenants. No amount was indicated on the Notice as unpaid utilities. The Landlord claims \$6,832.43 in unpaid rent.

The Tenant failed to pay utilities and the Landlord provided an accounting of these utilities for the period January to December 2014 in the amount of \$2,188.87. The accounting provided for the rental claim appeared to include utility amounts from the same period. The Landlord was unable to explain this discrepancy. The Landlord claims \$2,188.87 for unpaid utilities.

The Tenant failed to leave the unit reasonably clean and undamaged and the Landlord claims a global amount of \$1,726.79 for the costs of painting, cleaning and repairs. The Landlord provided receipts and invoices without particularization. It is noted that some of the invoices include such tasks as lawn work, trimming trees, power washing gutters and the carport. The Landlord states that some of these tasks noted on the invoices are not part of the claim against the Tenant. The Landlord was given an opportunity to

better particularize the costs being claimed and indicated that \$353.75 is being claimed for the labour to paint the walls, \$70.75 is being claimed as the labour costs for cleaning and \$140.00 is being claimed as labour costs to remove the carpets. The Landlord estimates that the last time the unit walls were painted by the Landlord was 2012 or a couple of years before the tenancy started.

The Landlord claims \$435.75 as the material costs to replace the 3 bedrooms and living room carpets left damaged by the Tenants. The Landlord estimates the carpets to be over 20 years old. The Landlord also estimates the carpets to be less than 10 years old.

#### Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that reasonable steps were taken by the claiming party to minimize or mitigate the costs claimed, and that costs for the damage or loss have been incurred or established.

Section 59 of the Act provides that an application for dispute resolution must include full particulars of the dispute that is to be the subject of the dispute resolution proceedings.

Given that the accounting for the unpaid rent includes monthly amounts for utilities and as there is no indication that these utility amounts have been deducted from the claimed amount of utilities for the same period I dismiss the claim for utilities. As the Notice containing an amount of unpaid rent was not disputed, I find that the Landlord has substantiated **\$6,832.43** for unpaid rent and some portion of utilities.

As the Landlord's evidence of costs to clean and repair the unit have not been particularized and the invoices contain unidentified costs not being claimed I find that the Landlord has failed to substantiate the amount being claimed. Accepting however that the Tenants did breach the Act by leaving the unit unclean and damaged and accepting the identified costs for labour to clean and paint I find that the Landlord has

substantiated the amounts of **\$353.75** for labour to paint the unit and **\$70.75** for the labour to clean the unit. As the Landlord's evidence in relation to the age of the carpets was both vague and conflicting, I find that the Landlord's evidence in relation to the carpets is not credible. I find it likely therefore that the carpets were so old as to no longer hold any value and that the Landlord has not substantiated on a balance of probabilities any loss. I therefore dismiss all costs in relation to the carpets.

As the Landlord's application has been somewhat successful I find that the Landlord is entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$7,306.93**.

Deducting the combined security and pet deposit plus zero interest of **\$975.00** leaves **\$6,331.93** owed by the Tenants to the Landlord.

#### Conclusion

I Order the Landlord to retain the security and pet deposit plus interest of \$975.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the remaining amount of **\$6,331.93**. If necessary, 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

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Residential Tenancy Branch