



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOMELIFE PENINSULA PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, O, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for unpaid rent and for damage to the unit pursuant to section 67;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The landlord's agent (the landlord) attended the hearing via conference call and provided undisputed affirmed testimony. The tenant did not attend or submit any documentary evidence. The landlord stated that the tenant was served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on October 7, 2015. The landlord has also submitted a copy of the Customer Receipt Tracking number as proof of service in this manner. I accept the undisputed affirmed evidence of the landlord and find that the tenant has been properly served as per sections 88 and 89 of the Act.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent, for damage to the rental premises and recovery of the filing fee?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on October 1, 2014 on a fixed term tenancy ending on September 30, 2015 as shown by the submitted copy of the signed tenancy agreement dated September 15, 2014. The tenancy ended on September 30, 2015. The monthly rent was \$1,100.00 payable on the 1st day of each month. A security deposit of \$550.00 and a pet damage deposit were paid on September 15, 2014. Condition inspection reports for the move-in (September 30, 2014) and the move-out (September 17, 2015) were completed by both parties.

The landlord seeks a monetary claim of \$336.35 which consists of:

| | |
|----------|----------------|
| \$325.00 | Suite Cleaning |
| \$11.25 | Water Bill |

The landlord stated that the tenant vacated the rental unit requiring cleaning at a cost of \$325.00. The landlord has submitted in support of this claim a copy of the completed condition inspection report dated September 17, 2015 signed by the tenant confirming that the rental premises was dirty and required cleaning. The landlord has also submitted a copy of an invoice dated September 20, 2015 for the \$325.00 claim.

The landlord also stated that the tenant vacated the rental unit in which water was not included as part of the tenancy. The landlord referred to section 1.2 of the signed tenancy agreement which shows that water is not included. It states,

Tenant is responsible to pay \$1,100.00 rent plus 20% of the utilities for the lower suite.

The landlord has also submitted a copy of the water bill statement dated August 12, 2016 which shows a bill for \$56.00 for the period and a handwritten notation showing that the 20% of the \$56.00 bill equals \$11.35.

The landlord has also submitted in support of these claims a copy of a letter dated September 9, 2015 requesting the tenant to pay the outstanding \$11.35 water bill.

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.

I accept the undisputed affirmed evidence of the landlord and find that the landlord has established a claim for the \$325.00 cleaning and the \$11.35 water bill claims based upon the undisputed documentary evidence provided by the landlord.

The landlord having been successful is also entitled to recovery of the \$50.00 filing fee.

Conclusion

The landlord is granted a monetary order for \$386.35 which consists of:

| | |
|----------|------------|
| \$325.00 | Cleaning |
| \$11.35 | Water Bill |
| \$50.00 | Filing Fee |

This order must be served upon the tenant. Should the tenant fail to comply with this order, this order may be filed in the Small Claims Division of the Provincial 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 19, 2016

Residential Tenancy Branch