



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, 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, for damage to the rental unit, and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The landlord attended the hearing via conference call and provided undisputed affirmed evidence. The tenants did not attend or submit any documentary evidence. The landlord stated that both tenants were served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on October 21, 2015 and has provided copies of the Customer Receipt Tracking numbers as confirmation of service. I accept the undisputed evidence of the landlord and find that the tenants have been properly served as per sections 88 and 89 of the Act. The tenants are deemed to have been served 5 days after as per section 90 of the Act.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent, for damage, for money owed or compensation for damage or loss 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.

In this case, the landlord seeks a monetary claim of \$2,915.00 which consists of:

\$409.50	Move Out Cleaning Costs
\$208.95	Carpet Cleaning Costs
\$39.40	Flea Spray
\$97.44	Flea Medication
\$1,008.00	Estimate for Painting
\$1,150.00	Unpaid Rent- September 2015

The landlord provided undisputed testimony that the tenants vacated the rental unit and failed to pay any rent for September 2015 of \$1,150.00. The landlord stated that the rental unit was left dirty requiring cleaning of \$409.50, carpet cleaning of \$208.95 and the painting of walls based upon a quote for \$1,008.00. The landlord also stated that the tenants left the rental unit infested with fleas which contaminated the entire premises causing the landlord to require medication cost of \$97.44 and flea spray costs of \$39.90.

The landlord relies upon:

- Invoice for carpet cleaning/deodorizing dated October 11, 2015.
- Invoice for cleaning dated October 14, 2015.
- An estimate for painting dated October 15, 2015.
- Prescription for Flea bites dated September 19, 2015.
- 3 Receipts for Flea Medication.
- Receipt dated October 13, 2015 from Walmart.
- Receipt dated October 5, 2015 from Canadian Tire.
- 43 Photographs of the Rental Premises at the end of tenancy.

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 find based upon the undisputed affirmed evidence of the landlord that the landlord has established a monetary claim for:

\$409.50	Move Out Cleaning Costs
\$208.95	Carpet Cleaning Costs
\$39.40	Flea Spray
\$97.44	Flea Medication
\$1,008.00	Estimate for Painting
\$1,150.00	Unpaid Rent- September 2015

Totalling, \$2,913.79 based upon the submitted Invoices/Receipts. The landlord has provided undisputed evidence that the tenant vacated the rental unit which required cleaning and repair which is supported by the landlord's submitted documentary evidence.

The landlord applied to keep the tenant's (\$575.00) security and (\$200.00) pet damage deposits. I allow the landlord to retain the security deposit in partial satisfaction of the monetary award. No interest is payable over this period.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$50.00 filing fee paid for this application.

Conclusion

I issue a monetary order in the landlord's favour in the amount of \$2,188.79 under the following terms:

\$409.50	Move Out Cleaning Costs
\$208.95	Carpet Cleaning Costs
\$39.40	Flea Spray
\$97.44	Flea Medication
\$1,008.00	Estimate for Painting
\$1,150.00	Unpaid Rent- September 2015
\$2,913.79	Total

\$50.00	Recovery of Filing Fee
-\$775.00	Offset Security/Pet Deposits
\$2,188.79	Total Monetary Order

The landlord is provided with this order in the above terms and the tenant(s) must be served with this order as soon as possible. Should the tenant(s) fail to comply with this order, this order may be filed in the Small Claims Division of the Provincial Court and enforced as orders 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 26, 2016

Residential Tenancy Branch