



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes 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. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on November 19, 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 testimony is as follows. The tenancy began on September 1, 2013 and ended on October 31, 2015. The tenants were obligated to pay \$1200.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$600.00 security deposit. The landlord stated that they are seeking a monetary order in the amount of \$4285.48 plus the \$50.00 filing fee.

The landlord stated that the tenant threw toys and miscellaneous items into the toilet that plugged the drain and sewer line. The landlord stated that they had to call a plumbing company to address it which cost \$756.00. The landlord stated that the tenant accepted responsibility for that but didn't pay the bill. The landlord stated that the tenant left the unit so dirty at move out that she had to hire cleaners that spent three days cleaning the unit costing the landlord \$671.69. The landlord stated that the carpets were also left in a dirty condition that requires them to be replaced. The landlord stated that she received a quote of \$2857.79 to replace the carpets.

Analysis

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 - \$2857.79.

The landlord has not been successful in this portion of her application for the following reasons. The landlord has not replaced the carpet and has not suffered any out of pocket loss. The landlord re-rented the unit and has not suffered any loss of revenue because of the condition of the carpets. Further, the landlord was unsure of the age of the carpets and therefore no way to ascertain the useful life of the carpets as per Residential Tenancy Policy Guideline 40.

Finally, the landlord did not submit a move in or move out condition inspection report. The landlord stated that she had used several different property management companies and they unfortunately lost the documents. It was explained in great detail to the landlord the vital and useful nature of the inspection report. Without the condition inspection report or any other supporting documentation I am unable to ascertain the changes from the start of tenancy to the end of tenancy, if any. The landlord has not provided sufficient evidence to support this portion of his claim and I therefore dismiss this portion of their application.

2. Sewage Scope and Unplug Line \$756.00.

The landlord provided text messages supporting her testimony that the tenants' negligence was the cause of the sewage line being plugged. The landlord submitted a

receipt as well. Based on the evidence before me and in the absence of any disputing evidence from the tenant I find that the landlord is entitled to \$756.00.

3. House Cleaning - \$671.69.

The landlord submitted numerous pictures to depict the unacceptable condition of the home at move out. I find that that the tenants did not leave the home reasonably clean at move and did the shampoo the carpets as is required pursuant to Residential Tenancy Policy Guideline 1. The landlord submitted a receipt to support this claim. Based on the above and in the absence of any disputing evidence from the tenant I find that the landlord is entitled to \$671.69.

The landlord is entitled to the recovery of the \$50.00 filing fee.

Conclusion

The landlord has established a claim for \$1477.69. I order that the landlord retain the \$600.00 security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$877.69. 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: June 08, 2016

Residential Tenancy Branch