



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CAPILANO PROPERTY MANAGEMENT SERVICES LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, 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 and for damage to the unit 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.

Both parties attended the hearing via conference call and provided affirmed testimony. The landlord's agent (the landlord) stated that the tenant was served with the notice of hearing package via Canada Post Registered Mail on December 14, 2015. The tenant confirmed receipt of the notice of hearing package in this manner. The landlord also provided evidence that the tenant was served with the submitted documentary evidence via Canada Post Registered Mail on June 14, 2016. The tenant confirmed receipt of the submitted documentary evidence in this manner. The tenant also stated that no documentary evidence was submitted by the tenant. As both parties have attended and have confirmed receipt of the notice of hearing package and the submitted documentary evidence, I am satisfied that both parties have been properly served with the notice of hearing package and the submitted documentary evidence as per sections 88 and 89 of the Act. The tenant is deemed to have received both packages 5 days later as per section 90 of the Act.

During the hearing the landlord withdrew one portion of the monetary claim stating that the lease break fee was not recovered as the landlord was able to re-rent the unit immediately. As such no further action is required for the landlord's claim for \$390.00 for a lease break fee. The landlord also clarified that the monetary claim should be amended to reflect the actual receipts for work as opposed to the landlord's original

estimate of the claim. As such, the landlord's claim is amended to \$332.86 from \$905.00.

### Issue(s) to be Decided

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

Is the landlord entitled to an order to retain all or part of the security and pet damage deposits?

### 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 November 1, 2015 on a 6 month fixed term tenancy ending on April 30, 2016 as shown by the submitted copy of the signed tenancy agreement dated October 30, 2015. The monthly rent was \$780.00. A security deposit of \$390.00 and a pet damage deposit of \$300.00 were paid on October 30, 2015.

The landlord seeks a monetary claim of \$332.86 which consists of:

\$68.25	Carpet Cleaning
\$121.00	Drapery Cleaning
\$118.13	Flea Inspection
\$25.48	Utilities

The landlord stated that the tenant ended the tenancy prematurely within 1 month on November 30, 2015. The landlord stated that as per tenancy agreement addendum terms #5 and #11:

#5 Pets: **...A Mandatory Professional Flea Inspection must be completed upon vacating the unit.** You will be required to provide a copy of the Flea Inspection Report from the Professional Pest Control Company, clearing stating that the unit either has fleas or does not have fleas...

#11 Upon Vacating: **The Tenant undertakes at his/her own expense, to have the supplied drapes dry-cleaned within the last month of tenancy, and to have the carpets professionally steam cleaned immediately, prior to**

**vacating the Premises.** Receipts must be submitted for this cleaning or you will be charged.

The landlord also stated that at the end of tenancy there was an outstanding balance owed for utilities for the 1 month that the tenant was in possession of the rental unit.

The landlord has also submitted in support of the application:

- A copy of the signed tenancy agreement and the signed additional terms
- A copy of the completed condition inspection report for the move-in and the move-out
- A copy of an invoice dated November 30, 2015 for carpet cleaning
- A copy of an invoice dated December 1, 2015 for drapery cleaning
- A copy of an invoice dated December 28, 2015 for a flea inspection
- A copy of an invoice dated December 7, 2015 for unpaid utilities

The tenant disputed the landlord's claims stating that the rental unit was left clean as shown by the submitted copy of the move-in and the move-out condition inspection report. The tenant provided undisputed affirmed evidence that she did sign the tenancy agreement along with the landlord's noted addition terms which noted terms #5 and #11 as claimed by the landlord.

### 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 was responsible for costs for carpet cleaning, drapery cleaning, a flea inspection and utilities.

I accept the undisputed affirmed evidence of both parties and find that the tenant did enter into a signed tenancy agreement in which she agreed to have the rental unit professionally flea inspected, professionally carpet steam cleaned and to have the drapery professionally cleaned. Both parties have confirmed the terms of the tenancy agreement and that the tenant had acknowledged her responsibilities for the additional

terms. The landlord has also submitted in support of the claim the actual invoices for the costs incurred. On this basis, I find that the landlord has established a monetary claim of \$332.86.

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.

The landlord is entitled to a total monetary claim of \$372.86

The landlord applied to keep the tenant's \$390.00 security and \$300.00 pet damage deposits. I allow the landlord to retain \$372.86 from the security deposit in satisfaction of the monetary award. No interest is payable over this period.

The landlord is directed to return to the tenant the remaining \$17.14 security deposit and the \$300.00 pet damage deposit totaling, \$317.14.

### Conclusion

The landlord is granted a monetary award of \$372.86.

The landlord may retain \$372.86 from the currently held combined \$690.00 security and pet damage deposits.

The tenant is granted a monetary order for the return of the security and pet damage deposit balance of \$317.14.

This order must be served upon the landlord. Should the landlord 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: July 12, 2016

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Residential Tenancy Branch