



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR MND MNDC 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; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing, although I waited until 1.17 pm. in order to enable the tenant to connect with this teleconference hearing scheduled for 1.00 pm. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, and to make submissions.

The landlord testified that the Application for Dispute Resolution and evidentiary materials for this hearing were served to the tenant on January 11, 2016 by registered mail. The landlord testified, referring to Canada Post tracking information that the tenant signed for the package on receipt.

Issue(s) to be Decided

Is the landlord entitled to 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?

Is the landlord entitled to retain all or a portion of the tenant's security deposit?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

This tenancy began January 15, 2015 as a month to month tenancy with a rental amount of \$950.00 payable on the first of each month. The landlord continues to hold a \$475.00 security deposit paid by the tenant on January 14, 2015. The landlord sought to retain the tenant's

security deposit towards a total monetary award of \$3557.03 for cleaning, damage and repairs at the end of the tenancy as well as the cost of re-connecting the utilities in the rental unit.

The landlord testified that the tenant did not pay the full rental amount for several months prior to vacating the premises. The landlord testified, referring to financial/rental logs submitted for this hearing, that the tenant currently owes \$1090.00 in unpaid rent.

The landlord submitted that the tenant had an unauthorized pet (kitten) in the residence and that at the end of the tenancy the floors and carpets were very dirty with urine and kitty litter. The landlord provided receipts to show the cost of carpet replacement as well as photographs to document the state of the carpet in the residence. The cost of carpet replacement totalled \$837.18. The cost of replacing floors totalled \$409.50. The photographic evidence showed some signs of wear on the floors.

The landlord submitted that the locks had to be changed as all keys were not returned by the tenant. The landlord submitted that the lock was damaged and had to be replaced. The landlord also submitted that the mailbox had to be rekeyed as the tenant had not returned the mailbox key. The landlord submitted receipts for all of these keying and lock changes totalling \$295.06. The landlord submitted photographic evidence, documents of correspondence with the tenant and invoice information to reflect the need for these changes.

The landlord testified that the overall cleaning costs for the unit totalled \$226.40. The landlord referred to the photographic evidence to prove that the residence required thorough cleaning.

The landlord testified that the tenant let the hydro utility lapse leading to rotting items in the refrigerator after he vacated the residence and a cost to re-connect of \$133.49. The landlord testified that a new tenant was moving in to the unit but was delayed because of the need to sort out the utilities and further clean the residence.

The landlord testified that, in order to locate the tenant and obtain a forwarding address and address for service of documents to this tenant. The landlord testified, providing a supporting receipt and invoice, that a total of \$500.00 was spent by the landlord to locate the tenant. The landlord testified that a letter was sent to the tenant regarding the security deposit and no response was received. The landlord testified and provided proof that he sent the Application for Dispute Resolution package to notify the tenant of this hearing.

The landlord sought a total amount as follows,

Item	Amount
Unpaid Rent	\$1090.00
Painting	409.50
Carpet	837.18
Floors	490.50

Keying/changing locks	295.06
Cleaning Unit	226.40
Hydro	133.49
Skip tracing/investigation	500.00
Less Security Deposit	-475.00
Recovery of Filing Fee for this Application	50.00
Total Monetary Order Sought by Landlord	\$3557.13

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.

This landlord provided evidence and documentation sufficient to support the cost of cleaning, damage and repairs at the end of the tenancy as well as the cost of re-connecting the utilities in the tenant's rental unit.

I accept the landlord's testimony that the tenant did not pay the full rental amount for several months and currently owes \$1090.00 in unpaid rent. The landlord is entitled to recover this outstanding rental amount.

The landlord submitted evidence sufficient to support her testimony regarding the need to replace the carpets based on the photographs and other materials provided. However, I find that there is insufficient evidence to support the need to replace the floors. The landlord is entitled to the carpet costs of \$837.18 but not the cost of floor wear and tear at \$409.50.

The landlord also provided sufficient evidence including photographs to support the claim that, after this short tenancy, the rental unit required re-painting. She provided testimony that the rental unit was not yet due for painting (had been painted in last four years) and therefore the tenants should be held responsible for the cost of painting. The rental unit, however was not painted immediately prior to the tenant's move-in. I find that the landlord is entitled to recover half the cost of painting in the circumstances.

I accept the landlord's testimony that locks needed to be changed and rekeyed. The landlord submitted appropriate receipts and is entitled to the cost of those expenses from the tenant totalling \$295.06. As well, the photographic evidence supports the landlord's claim to recover \$226.40 in cleaning costs.

I find that the landlord is not entitled to recover the cost of reconnecting utilities. That was a cost that may have been incurred in any event and not the responsibility of the tenant.

I find that the landlord is entitled to a portion of her \$500.00 costs for locating the tenant totalling \$350.00.

The landlord is entitled to the following amount,

Item	Amount
Unpaid Rent	\$1090.00
Painting	205.00
Carpet	837.18
Keying/changing locks	295.06
Cleaning Unit	226.40
Skip tracing/investigation	350.00
Less Security Deposit	-475.00
Recovery of Filing Fee for this Application	50.00
Total Monetary Order Granted to Landlord	\$2578.64

Conclusion

I grant a monetary order in favour of the landlord in the amount of \$2578.64.

The landlord is provided with these Orders in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant fail to comply with these Orders, these Orders 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: August 25, 2016

Residential Tenancy Branch

