



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COMPLETE RESIDENTIAL PROPERTY MANAGEMENT LTD. & KEN
CHOW
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MND, MNSD, FF

Introduction

This matter dealt with an application by the Landlord for a Monetary Order for unpaid rent, for compensation for damage to the unit, site or property, to retain the Tenant's security and pet deposits and to recover the filing fee for this proceeding.

The Landlord's Agent said she served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on March 30, 2016. Based on the evidence of the Landlord's Agent, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

Issues(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Is the Landlord entitled to compensation for unpaid rent and if so how much?
3. Are there damages to the unit and if so how much?
4. Is the Landlord entitled to compensation for the damage and if so how much?
5. Is the Landlord entitled to keep the Tenant's security deposit?

Background and Evidence

This tenancy started on February 16, 2015 as a fixed term tenancy for 6 months and then continued on a month to month basis. Rent was \$1,650.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$825.00 on January 14, 2015 and a pet deposit of \$825.00 in two payments by April 15, 2015. The Landlord's agent said the Tenant moved out of the rental unit at the end of July, 2016. A move in condition inspection report was completed on February 16, 2015 and a move out condition inspection report was completed in the absences of the Tenant on July 31, 2016. The Landlord's agent said the Tenant was given two opportunities to participate in the move out inspection.

The Landlord' agent said that she did not prepare the application so some of the items the Landlord hoped to claim are not on the monetary worksheet. The Landlord application is for \$5,408.11 and the monetary worksheet totals \$2,883.11. The Landlord's agent said they left off the insurance deductible for the water insurance claim. The Landlord's agent continued to say they will proceed with the items on the monetary worksheet only.

The Landlord's agent said they are requesting compensation from the Tenant for the following:

1.) Unpaid utilities	\$1,294.38
2.) Removal of garbage and debris	\$ 65.00
3.) Lock replacement (no keys returned)	\$ 257.23
4.) Cleaning the unit	\$ 766.50
5.) Painting (prorated cost from \$2,887.50 total)	\$ 500.00
6.) Filing Fee	<u>\$ 100.00</u>
Total	<u>\$2,983.11</u>

The Landlord's agent said they are making these claims because the Tenant's pet damaged the flooring in the unit, the Tenant did not return the keys, the Tenant did not clean the unit and the Tenant left marks on the walls which required painting. The Landlord's agent said these items are all supported by the move out condition inspection report dated July 31, 2016.

The Landlord's agent further requested to retain the security and pet deposits in the total amount of \$1,650.00 as partial payment of the damage claims.

The Landlord's agent submitted paid receipts for all the claims above.

Analysis

Section 26 says a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent. Unpaid utilities are treated as unpaid rent after formal demand has been made for the utilities to be paid. The Landlord formally demanded the utilities to be paid with the application dated March 22, 2016.

The Tenant does not have the right under the Act to withhold part or all of the rent or utilities; therefore I find the Tenant is responsible for the unpaid utilities in the amount of \$1,294.38.

For a monetary claim for damage of loss to be successful an applicant must prove a loss actually exists, prove the loss happened solely because of the actions of the respondent in violation to the Act, the applicant must verify the loss with receipts and the applicant must show how they mitigated or minimized the loss.

The Landlord's agent proved the loss existed and she verified the losses by providing receipts for the claims that the Landlord has made. I accept the Landlord's Agent's testimony that these damages and losses were caused by the Tenant and the costs were reasonable amounts to make repairs to the unit because the Tenant's pet damaged the unit and the Tenant did not clean the unit when the Tenant moved out.

I accept the Landlord's agent's evidence and testimony and I award the Landlord the following amounts:

1.) Lock replacement (no keys returned)	\$ 257.23
2.) Removal of garbage and debris	\$ 65.00

3.)Cleaning the unit	\$ 766.50
4.)Painting (prorated at from \$2,887.50 total)	\$ 500.00

As the Landlord has been successful in this matter, the Landlord is also entitled to recover from the Tenant the \$100.00 filing fee for this proceeding. I order the Landlord pursuant to s. 38(4) and s. 72 of the Act to keep the Tenant's security and pet deposits in partial payment of the claims. The Landlord will receive a monetary order for the balance owing as following:

1.) Unpaid utilities	\$1,294.38
2.) Removal of garbage and debris	\$ 65.00
3.) Lock replacement (no keys returned)	\$ 257.23
4.) Cleaning the unit	\$ 766.50
5.) Painting (prorated at from \$2,887.50 total)	\$ 500.00
6.) Filing Fee	<u>\$ 100.00</u>

Subtotal	<u>\$2,983.11</u>
----------	-------------------

Less:	Security Deposit	\$ 825.00	
	Pet Deposit	<u>\$ 825.00</u>	
	Subtotal:		<u>\$1,650.00</u>
	Balance Owing		<u>\$ 1,333.11</u>

Conclusion

A Monetary Order in the amount of \$1,333.11 has been issued to the Landlord. A copy of the Order must be served on the Tenant: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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: October 04, 2016

Residential Tenancy Branch