



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DAVID BURR LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for unpaid utilities, for damages to the unit and to recover the filing fee from the tenants.

The landlord's agent attended the hearing. As the tenants did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord's agent testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail sent on July 12, 2016 . Canada post tracking numbers were provided as evidence of service.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later. I find that the tenants have been duly served in accordance with the Act.

The landlord's agent appeared gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Issues to be Decided

Is the landlord entitled to a monetary order for unpaid utilities?

Is the landlord entitled to monetary compensation for damages?

Background and Evidence

The parties entered into a fixed term tenancy, which began on May 1, 2015 and was to expire on April 2016. The parties extended the fixed term to June 30, 2016. Rent in the amount of \$1,950.00 was payable on the first of each month. A security deposit was not paid by the tenants.

The landlord claims as follows:

a.	Unpaid utilities	\$1,374.61
b.	Carpet cleaning	\$ 158.83
c.	Disposal of futon couch and	\$ 125.00
d.	Filing fee	\$ 100.00
	Total claimed	\$1,758.44

The landlord's agent testified that the tenants were required to pay garbage, sewer and water under the terms of their tenancy agreement. The agents stated that the tenants failed to pay those utilities and as a result they were required to pay the outstanding invoice. Filed in evidence is a copy of the tenancy agreement, which supports the utilities were not included in the rent. Filed in evidence is an invoice supporting the amount claimed.

The landlord's agent testified that the tenants did not clean the carpets at the end of the tenancy and as a result they had to pay for cleaning. Filed in evidence is a receipt for carpet cleaning.

The landlord's agent testified that the tenants left a futon couch and a bedframe behind. The agent stated that they paid the amount of \$125.00 for removal and disposal; however, they do not have a receipt.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the landlord has the burden of proof to prove their claim.

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-comply landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

I accept the undisputed evidence of the landlord's agent that the tenants were required to pay the utilities as described. That is supported by the tenancy agreement. I find the tenants breached the *Act* and the tenancy agreement when they failed to pay the utilities and this caused losses to the landlord. Therefore, I find the landlord is entitled to recover unpaid utilities is the amount of **\$1,374.61**.

I accept the undisputed evidence of the landlord's agent that the tenants failed to clean the carpets at the end of the tenancy.

Under the Residential Policy Guideline 1, which clarifies the rights and responsibilities of the parties for the premises under the *Act*, the tenants are expected to clean the carpets if vacating after a tenancy of one year.

I find the tenant has breached section 37 of the *Act*, when they failed to clean the carpets. Therefore, I find the landlord is entitled to recover the cost of cleaning the carpets in the amount of **\$153.83**.

I accept the undisputed evidence of the landlord's agent that the tenants left a futon couch and a bedframe. I find the tenants breached the *Act* when they failed to remove their belongings. In this case, the landlord was unable to provide a receipt; however, I find the amount claimed reasonable. Therefore, I find the landlord is entitled to compensation for removing and disposing these items in the amount of **\$125.00**.

I find that the landlord has established a total monetary claim of **\$1,758.44** comprised of the above described amounts and the \$100.00 fee paid for this application.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court. The **tenants are cautioned** that costs of such enforcement are recoverable from the tenant

Conclusion

The landlord is granted a monetary order in the above amount.

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: December 02, 2016

Residential Tenancy Branch