



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding AFFORDABLE HOUSING CHARITABLE ASSOCIATION
and [tenant name suppressed to protect privacy]

DECISION

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

The landlord's agents (the landlord) attended the hearing via conference call and provided affirmed testimony. The tenant did not attend or submit any documentary evidence. The landlord provided undisputed affirmed evidence that the tenant was served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on August 12, 2016 and again on December 21, 2016. The landlord provided in his direct testimony the Canada Post Customer Receipt Tracking numbers as confirmation of service. I accept the undisputed affirmed evidence of the landlord and find that the tenant was properly served as per sections 88 and 89 of the Act. The tenant is deemed to have been sufficiently served as per section 90 of the Act 5 days after it was sent.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent, for damage, for money owed or compensation for damage or loss and recovery of the filing fee?

Is the landlord entitled to retain all or part of the security deposit?

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 May 1, 2015 on a month-to-month basis as shown by the submitted copy of the signed tenancy agreement. The monthly rent was \$1,700.00 payable on the 1st day of each month. A security deposit of \$450.00 was paid. A condition inspection report was completed for both the move-in and the move-out.

The landlord seeks a monetary claim of \$2,759.40.00 which consists of:

\$710.00	Unpaid Rent/Parking
\$512.40	Garbage Removal
\$160.00	Cleaning
\$93.27	Replace Damaged Blinds
\$1,119.28	Paint entire Rental Unit
\$164.59	Flea Treatment

It was clarified with both parties that as the landlord had applied for a monetary claim of \$2,612.00 and the actual amount clarified by the landlord was for \$2,759.40 that the landlord's application was limited to the amount applied for as the landlord failed to file an amendment to the application.

The landlord provided undisputed affirmed testimony that the tenant failed to pay rent of \$635.00, \$75.00 for parking for 3 months at \$25.00 per month. Following the completion of the condition inspection report for the move-out on July 16, 2016, the landlord determined that the tenant left the rental premises with damaged walls requiring repairs and painting, a damaged blind, dirty and abandoned furniture through the rental unit. The landlord also discovered a strong cat smell and discovered that the tenant had a pet cat without written permission. During cleanup after the tenant vacated the rental unit a heavy infestation of fleas was found requiring treatment.

In support of this claim, the landlord has provided:

48 photographs showing the condition of the rental unit at the end of tenancy
A copy of the signed tenancy agreement dated April 21, 2015
A copy of 2 Tenant Rent Contribution letters dated April 21, 2015 and March 22, 2016

A copy of the completed condition inspection reports for the move-in and the move-out

A copy of the 10 Day Notice dated July 5, 2016

A copy of a proof of service statement confirming service of the 10 Day Notice

A copy of 2 pages of the Tenant Ledger Card Details

A copy of the invoice dated August 4, 2016 for painting with a detailed calculation for the claim

A copy of the invoice dated July 20, 2016 for Garbage Disposal

A copy of the invoice dated August 19, 2016 for Replacement of a Damaged Blind

A copy of the invoice dated August 9, 2016 for Flea Treatment

A copy of the landlord's caretaker records for 8 hours of cleaning the Suite at \$20.00 per hour

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, I accept the undisputed affirmed evidence of the landlord and find that a claim has been established based upon the above noted submitted documentary evidence and the landlord's undisputed affirmed testimony. I find that the tenant failed to pay rent resulting in the 10 Day Notice dated July 5, 2016. The landlord has provided undisputed affirmed evidence that the rental premises was left by the tenant dirty, damaged and furniture/garbage left throughout the rental. This is supported by the 48 photographs showing the condition of the rental unit at the end of tenancy and the landlord's agent, I.K. the caretaker onsite who noted that the tenant left a couch, ottoman, children's furniture, dressers, baby crib and a desk in the rental unit which required disposal. The landlord has also provided copies of the invoices for all of the claims to substantiate the amounts applied for. As such, I find that the landlord has established a total monetary claim of \$2,759.40. However, as the landlord failed to amend the monetary claim this claim is limited to the amount applied for at \$2,612.00.

I also find that the landlord having been successful is entitled to recovery of the \$100.00 filing fee.

In offsetting this claim, I authorize the landlord to retain the \$450.00 security deposit in partial satisfaction.

Conclusion

The landlord is granted a monetary order for \$2,262.00.

This order must be served upon the tenant. Should the tenant fail to comply with the order, the 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: February 09, 2017

Residential Tenancy Branch