



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MNR, MND

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord filed under the Residential Tenancy Act (the “Act”), for a monetary order for unpaid utilities, for damages to the unit and for an order to retain the security deposit in partial satisfaction of the claim.

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

The Residential Tenancy Branch Rules of Procedure states that the 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 on December 1, 2016, a Canada post-tracking number was provided as evidence of service. The landlord stated the Canada post-history shows the tenant signed for the package on December 3, 2016.

I find that the tenant has been duly served in accordance with the Act.

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?

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

### Background and Evidence

The tenancy began June 1, 2011. Current rent in the amount of \$980.00 was payable on the first of each month. The tenant paid a security deposit of \$425.00 and a pet damage deposit of \$200.00. The tenancy ended on November 22, 2016.

The landlord claims as follows:

a.	Unpaid utilities	\$ 327.93
b.	Carpet Cleaning	\$ 261.50
c.	Repairs and cleaning	\$ 65.86
	<b>Total claimed</b>	<b>\$ 655.29</b>

### Unpaid utilities

The landlord testified that the tenant was required to pay 20% of the utilities. The landlord stated the tenant did not pay their portion from February 2016 to November 2016. The landlord seeks to recover the amount of \$327.93. Filed in evidence are utilities bills.

### Carpet Cleaning

The landlord testified that the tenant attempted to clean the carpets with a borrowed carpet cleaner; however, it was insufficient to remove the stains and animal urine from the carpet. The landlord stated that they paid to have the carpets properly cleaned. The landlord seeks to recover carpet cleaning in the amount of \$261.50. Filed in evidence are photographs of the carpets and an invoice for cleaning.

### Repairs and cleaning

The landlord testified that the tenant's cat jump onto a shelf pulling it from the wall causing damage. The landlord stated that the tenant's father put plaster on the wall; however, as the plaster dried it shrunk leaving a hole. The landlord stated that they had to purchase filler to properly fill the holes and a small can of paint to cover the plaster. The landlord seeks to recover supplies in the amount of \$15.86.

The landlord testified that they had to wash cat urine off the walls, and clean underneath the appliances as found cat litter and cat feces. The landlord seeks to recover \$50.00 for labour.

### 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.

How to leave the rental unit at the end of the tenancy is defined in Part 2 of the Act.

### **Leaving the rental unit at the end of a tenancy**

*37 (2) When a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.*

Normal wear and tear does not constitute damage. Normal wear and tear refers to the natural deterioration of an item due to reasonable use and the aging process. A tenant is responsible for damage they may cause by their actions or neglect including actions of their guests or pets.

### Unpaid utilities

I accept the unopposed evidence of the landlord that the tenant failed to pay their portion of utilities. This is supported by the tenancy agreement and invoices. Therefore, I find the landlord is entitled to recover unpaid utilities in the amount of **\$327.93**

### Carpet Cleaning

I accept the unopposed evidence of the landlord that the tenant failed to properly clean the carpets at the end of the tenancy. This is supported by photographs. Therefore, I find the landlord is entitled to recover carpet cleaning in the amount of **\$262.50**.

### Repairs and cleaning

I accept the unopposed evidence of the landlord that the tenant failed to complete the repair to the wall. I accept the unopposed evidence that the tenant did not clean underneath the appliances leaving cat litter and cat feces behind. Therefore, I find the landlord is entitled to recover repairs and cleaning in the amount of **\$65.86**.

I find that the landlord has established a total monetary claim of **\$756.29** comprised of the above described amounts and the \$100.00 fee paid for this application.

I order that the landlord retain the security deposit of **\$425.00** and pet damage deposit of **\$200.00** in partial satisfaction of the claim and I grant the landlord an order under section 67 of the Act for the balance due of **\$131.29**.

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

Conclusion

The landlord is granted a monetary order and may keep the security deposit and pet damage deposit in partial satisfaction of the claim and the landlord is granted a formal order for the balance due.

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: March 10, 2017

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Residential Tenancy Branch