



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened by way of conference call in response to the Landlord's Application for Dispute Resolution (the "Application") filed on October 5, 2016 for a Monetary Order for: damage to the rental unit; for unpaid utilities; for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement; to keep the Tenant's security deposit; and, to recover the filing fee from the Tenant.

Preliminary Issues

The Landlord and his son appeared for the hearing. The Landlord's son acted as the agent and both provided affirmed testimony during the hearing. However, there was no appearance by the Tenant during the 36 minute hearing or any submission of evidence prior to the hearing. Therefore, I turned my mind to the service of documents by the Landlord.

The Landlord testified that he served the Application and the Hearing Package to the Tenant to her forwarding address which the Tenant provided during a previous hearing held between the parties on September 28, 2016. The file number for that hearing is detailed on the front page of this Decision.

The Landlord provided the Canada Post tracking number into evidence to verify this method of service. The Landlord allowed me to track the documents on the Canada Post website which shows that the Tenant received and signed for the documents on October 13, 2016. Therefore, based on the undisputed evidence before me, I find the Landlord completed service pursuant to Section 89(1) (c) of the Act.

The Landlord's agent explained that in the previous September 28, 2016 hearing, the Landlord had been provided monetary relief for unpaid rent and permission to keep the

Tenant's security deposit. Therefore, I dismissed the Landlord's Application to keep the Tenant's security deposit as that matter has already been dealt with.

Issue(s) to be Decided

Is the Landlord entitled to a Monetary Order for damage caused by the Tenant to the rental unit and for unpaid utilities?

Background and Evidence

The Landlord's agent testified that this tenancy started on January 1, 2015 as a month to month tenancy. Rent of \$771.75 was payable by the Tenant on the first day of each month. The Tenant vacated the rental unit at the start of September 2016 pursuant to a 2 month notice to end the tenancy.

The Landlord's agent testified that the Tenant failed to: clean the rental unit and appliances; remove abandoned rubbish and garbage; and clean the carpets. As the result, the Landlord now claims \$345.00 for cleaning and \$187.95 for carpet cleaning as verified by invoices provided into evidence. The Landlord's agent referred me to photographic evidence he had provided showing the lack of cleaning to the rental unit and carpet as well as the garbage left behind by the Tenant.

The Landlord's agent explained that on or about November 2015, the Tenant requested cable service to be provided in addition to her rental payment. The Landlord's agent explained that the Landlord agreed and the parties came to an agreement that the Tenant would pay \$36.00 to the Landlord each month for cable television. The Landlord's agent testified that the Tenant made this monthly payment during the tenancy, but failed to make payment for the last two months of the tenancy, namely for July and August 2016. Therefore, the Landlord claims for unpaid utilities in the amount of \$72.00.

Analysis

Section 37(2) (a) of the Act requires a tenant to leave the rental suite reasonably clean and undamaged at the end of the tenancy. Policy Guideline 1 to the Act explains that generally, at the end of a tenancy, a tenant will be held responsible for shampooing or steam cleaning the carpets after a tenancy of one year.

Based on the undisputed evidence of the Landlord, I am satisfied that the Tenant failed to comply with the Act in leaving the rental unit and carpets clean. The Tenant had an

obligation to clean the carpets as the tenancy lasted more than one year. The photographic evidence convinces me that the Landlord is entitled to the costs claimed in the amount of \$502.95 as verified by the invoices provided into evidence.

I also accept that the undisputed evidence that the Tenant was responsible to pay \$36.00 each month in return for having cable television provided to her by the Landlord. I accept that the Tenant failed to pay this amount for the last two months of the tenancy and award the Landlord \$72.00 claimed.

The Landlord claimed for registered mail costs. The Landlord was informed during the hearing that the Act does not permit these costs to be awarded as this is a cost that is part of the dispute resolution process which each party must bear. However, Section 72(1) of the Act does allow me to award a party the cost of the filing fee.

As the Landlord has been successful in this matter, the Landlord is also entitled to recover from the Tenant the \$100.00 filing fee. As a result, the Landlord is issued with a Monetary Order for a total amount of \$704.95 (\$187.95 + \$345.00 + \$72.00 + \$100.00).

This Order must be served on the Tenant and may then be filed in the Small Claims Division of the Provincial Court and enforced as an order of that court if the Tenant fails to make payment. Copies of the order are attached to the Landlord's copy of this Decision and the Tenant may be held liable for any enforcement costs incurred by the Landlord.

Conclusion

The Landlord has proved the Tenant caused damage to the rental unit. Therefore, the Landlord is issued with a Monetary Order for \$704.95. This Decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: March 30, 2017

Residential Tenancy Branch