



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DOLLAR MOUNTAIN HOLDINGS INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND MNR MNDC MNSD FF

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, dated November 24, 2016, as updated on November 28, 2016 (the "Application"). The Landlord applied for the following relief pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage to the unit, site or property;
- a monetary order for unpaid rent or utilities;
- a monetary order for money owed or compensation for damage or loss;
- an order that the Landlord be permitted to retain all or part of the pet damage deposit or security deposit; and
- an order granting recovery of the filing fee.

The Landlord was represented at the hearing by D.M. and A.B. The Tenants were both in attendance at the hearing. All parties giving testimony provided a solemn affirmation.

The Landlord testified the Tenants were served with the Application package by registered mail at the end of November 2016. The Tenants acknowledged receipt at the end of November or the beginning of December. Although there was uncertainty with respect to the date the Application package was served and received, I find the Tenants were sufficiently served with the Application package, pursuant to section 71 of the *Act*. The Tenants did not submit any documentary evidence in response to the Landlord's Application.

The parties were provided with the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Landlord entitled to a monetary order for damage to the unit, site or property?
2. Is the Landlord entitled to a monetary order for unpaid rent or utilities?
3. Is the Landlord entitled to a monetary order for money owed or compensation for damage or loss?
4. Is the Landlord entitled to a monetary order allowing the Landlord to keep all or part of the security deposit or pet damage deposit?
5. Is the Landlord entitled to an order granting recovery of the filing fee?

Background and Evidence

The Landlord submitted a copy of the tenancy agreement into evidence. The parties agreed the tenancy began on January 15, 2016 and ended on or about October 31, 2016, when the Tenants vacated the rental unit. Rent in the amount of \$2,150.00 per month was due "on or before the first of each and every month". The Tenants paid a security deposit of \$1,075.00 and a pet damage deposit of \$1,075.00, which the Landlord holds.

The Landlord's claims were outlined in a Monetary Order Worksheet, dated November 24, 2016. First, the Landlord claimed \$235.76 for expenses related to parking and cleaning supplies. On behalf of the Tenants, C.G. acknowledged "the place was a mess" when the Tenants left and did not dispute this aspect of the Landlord's claim.

Second, the Landlord claimed \$62.48 for utility bills that were not paid by the Tenants. In support, the Landlord provided a receipt in the amount of \$31.24 the period for the billing period from October 2 to November 2, 2017, which was doubled to come to the amount claimed. On behalf of the Tenants, C.G. advised during the hearing that the Tenants do not dispute the amount claimed.

Third, the Landlord claimed \$1,800.00 for strata fines incurred because of issues related to the Tenants' dog. In support, the Landlord provided an Account Leger showing nine

finest, each for \$200.00. The nature of the infractions were described more fully in letters from the strata manager to the Landlord dated March 30, April 11, and September 12 and 20, 2016, copies of which were submitted into evidence by the Landlord. The letters describe noise complaints, urinating and defecating on common property, and the dog being off-leash on common property. D.M. testified that he tried to discuss the problem with the Tenants on several occasions but received no response.

In reply, C.G. acknowledged that one of the fines was a result of the Tenants' dog, but added there were other dogs in the complex and that could have been the source of the problem.

Fourth, the Landlord claimed rent in the amount of \$2,150.00 was not paid when on October 1, 2016. The testimony of C.G. in response was vague. He stated the Tenants paid rent for the month in which they received the notice to end tenancy for cause. He was not sure that rent had been paid for the month of October 2016.

Fifth, the Landlord claimed lost rent in the amount of \$2,150.00 for November 2016. D.M. testified that cleaning, drywall repairs, painting, and garbage removal was done in November 2016, after the Tenants vacated the rental unit. The Landlord was unable to rent the unit until December 2016. In reply, C.G. acknowledged the rental unit needed to be cleaned, and that some repairs needed to be completed, but suggested they should not have taken so long.

Sixth, the Landlord claimed \$140.80 for carpet cleaning. On behalf of the Tenants, C.G. acknowledged the carpets needed to be cleaned and did not dispute the amount claimed by the Landlord.

Seventh, the Landlord claimed \$300.00 to replace fobs to access the rental unit that were not returned by the Tenants at the end of the tenancy. In support, the Landlord submitted into evidence an email from the strata manager confirming the cost of replacement. In reply, C.G. testified he thought he had returned one fob but did not otherwise dispute the amount claimed.

Eighth, the Landlord claimed \$1,520.00 for cleaning, drywall repairs, painting, and lock re-keying. In support, the Landlord submitted an invoice for this amount, which D.M. testified was paid. Also submitted by the Landlord were photographs depicting the condition of the rental unit at the end of the tenancy. They show various personal items left behind by the Tenants, both inside and outside the rental unit, as well as the dirty condition of the rental unit. The images also provide at least one example of damage to

a wall in the rental unit. In reply, C.G. testified to his belief that the number of hours spent to clean and repair the rental unit were excessive.

Finally, the Landlord applied to recover the \$100.00 filing fee paid to make the Application, and sought to apply the security and pet damage to any amount awarded.

Analysis

Based on the testimony and documentary evidence, and on a balance of probabilities, I find:

If damage or loss results from a party not complying with the *Act*, Regulation or a tenancy agreement, section 67 of the *Act* empowers an arbitrator to determine the amount of, and order a party to pay, compensation to the other party.

With respect to the Landlord's claim for \$275.36 for parking and cleaning supplies, I award that amount to the Landlord. The Tenants acknowledged the rental unit needed to be cleaned after they left and did not dispute the amount claimed.

With respect to the Landlord's claim for \$62.48 for unpaid utility bills, I award this amount to the Landlord. The Tenants did not dispute this amount.

With respect to the Landlord's claim for \$1,800.00 for strata infractions, I find it is more likely than not that the Tenants' dog was the cause of the infractions and strata fines. The letters from the strata manager to the Landlord, which documented complaints related to the Tenants' dog, were compelling.

With respect to the Landlord's claim for unpaid rent of \$2,150.00 for the month of October 2016, I find it more likely than not that October 2016 rent was not paid by the Tenants. In particular, I accept the evidence of the Landlord's agent, D.M., who confirmed rent was not paid when due, whereas the testimony of C.G. was less certain.

With respect to the Landlord's claim for lost rent for the month of November 2016, I award the Landlord \$2,150.00. On behalf of the Landlord, D.M. provided testimony and photographic evidence, which I accept, confirming the condition of the rental unit at the end of the tenancy, and of the cleaning and repairs needed to return it to rentable condition. The testimony of C.G. acknowledged the condition of the rental unit in most respects.

With respect to the Landlord's claim for \$140.80 for carpet cleaning, I award the Landlord this amount. The Tenant acknowledged during the hearing that the carpets required cleaning at the end of the tenancy and did not dispute the amount claimed.

With respect to the Landlord's claim for \$300.00 to replace access fobs, I accept the testimony of D.M., who stated the fobs were not returned and provided documentary evidence of the cost to replace them. Although C.G. thought he had returned one of the fobs, he was unsure, and did not dispute the amount claimed. I award the Landlord \$300.00.

With respect to the Landlord's claim for \$1,520.00 to clean and make repairs in the rental unit, I accept the testimony provided by D.M., who testified the Landlord paid the amount of the invoice. On behalf of the Tenants, C.G. did not dispute the condition of the rental unit after the Tenants vacated, but suggested the amount of time spent doing cleaning and repairs was excessive.

The Landlord has requested to recover the amount of the filing fee, and sought to apply the security and pet damage deposits to any amount awarded. Pursuant to section 67 of the *Act*, I grant the Landlord a monetary award in the amount of \$6,309.04, which has been calculated as follows:

Claim	Amount awarded
Parking and cleaning supplies:	\$235.76
Utility charges:	\$62.48
Strata fines:	\$1,800.00
Rent (October 2016):	\$2,150.00
Lost rent (November 2016):	\$2,150.00
Carpet cleaning	\$140.80
Fob replacement	\$300.00
Cleaning and repairs:	\$1,520.00
Filing fee:	\$100.00
<i>LESS</i> security deposit:	(\$1075.00)
<i>LESS</i> pet damage deposit:	(\$1,075.00)
TOTAL:	\$6,309.04

Conclusion

The Landlord is granted a monetary order in the amount of \$6,309.04. This order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: May 31, 2017

Residential Tenancy Branch