



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding HOMELIFE PENINSULA PROPERTY MANAGEMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- a Monetary Order for unpaid rent and damages pursuant to section 67;
- authorization to retain the security deposit pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

The tenants did not attend this hearing, which lasted approximately 15 minutes. The corporate landlord was represented by its agent (the "landlord") who was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord testified that the landlord's application for dispute resolution dated February 3, 2017 was sent to the tenants by registered mail on February 10, 2017. The landlord provided two Canada Post tracking numbers as evidence of service. I find that the tenants were deemed served with the landlord's application for dispute resolution and evidence package in accordance with sections 88, 89 and 90 of the Act on February 15, 2017, five days after mailing.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Is the landlord entitled to recover the filing fee for this application from the tenants?

### Background and Evidence

The landlord provided undisputed testimony regarding the following facts. This fixed term tenancy began in July, 2016 and ended by mutual agreement on January 21, 2017. The monthly rent was \$1,850.00 payable on the first of the month. The tenancy agreement provides that a \$25.00 NSF fee would be charged on all dishonoured cheques and a \$25.00 late fee would be charged on rent payments received after the first of the month. A security deposit of \$925.00 was paid by the tenants at the start of the tenancy and still held by the landlord.

The landlord testified that the tenants failed to pay the monthly rent for January, 2017. The landlord said that the total rental arrear and penalties for the tenancy is \$1,900.00.

The tenants failed to participate in a move out condition inspection report at the end of the tenancy. The landlord testified that the tenants left the rental unit in disarray when vacating, necessitating considerable cleaning and repairs. The landlord estimated that the cleaning required two full days of work by a team of two. The landlord submitted into written evidence copies of receipts and invoices for the cleaning and repairs undertaken after the tenant vacated the rental unit. The landlord submitted into written evidence a receipt of \$1,010.69 for repairs and rubbish removal within the rental unit. The landlord submitted three separate receipts in the amount of \$180.92, \$640.44, and \$1,472.69 for the replacement of the garage door, dishwasher, and laundry washer and dryer set respectively.

The landlord seeks a monetary award of \$2,000.00 for carpet cleaning in the rental unit but was unable to provide evidence about the current state of the carpets or what work has been undertaken.

### Analysis

Section 67 of the *Act* allows me to issue a monetary award for loss resulting from a party violating the *Act*, regulations or a tenancy agreement. 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 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.

The landlord provided undisputed evidence at this hearing, as the tenants did not attend. I find that the tenants were obligated to pay the monthly rent in the amount of \$1,850.00. I accept the landlord's evidence that the total amount of arrear for this tenancy is \$1,900.00.

I accept the landlord's evidence that the tenant caused damage to the rental unit that required repairs and cleaning. I accept the landlord's written evidence that the cost of the rubbish removal, repairs and replacement of appliances is \$3,304.84.

I accept the landlord's testimony that it took two workers, two full days of eight hours to clean the rental unit. Based on an hourly wage of \$20.00, I calculate the total cost of cleaning to be \$640.00.

I find that the landlord has provided insufficient evidence in regards to the portion of their claim for carpet cleaning costs. The landlord did not submit receipts, invoices or estimates and was unable to provide testimony about the work undertaken. Consequently, I dismiss this portion of the landlord's application.

As the landlord's application was primarily successful, the landlord is also entitled to recovery of the \$100.00 filing fee for the cost of this application.

In accordance with sections 38 and the offsetting provisions of 72 of the *Act*, I allow the landlord to retain the tenants' security deposit of \$925.00 in partial satisfaction of the monetary award issued in the landlord's favour.

### Conclusion

I issue a monetary order in the landlords' favour in the amount of \$3,143.35 under the following terms, which allows the landlords to recover unpaid rent, the damage and loss suffered and the filing fee for their application:

Item	Amount
Unpaid Rent January	\$1,850.00
NSF Fee	\$25.00
Late Fee	\$25.00
Repairs, Rubbish Removal and Replacement of Appliances	\$3,304.84
Cleaning Cost (\$20.00/hr x 8 hrs x 2 days x 2 workers)	\$640.00
Filing Fees	\$100.00
Less Security Deposit	-\$925.00
<b>Total Monetary Order</b>	<b>\$5,019.84</b>

The tenants must be served with this Order as soon as possible. Should the tenants fail to comply with this Order, this 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: June 5, 2017

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Residential Tenancy Branch