



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding VANCOUVER LUXURY REALTY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes                      MNSD, MNR, MND, FF

### Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution wherein the Landlord requested monetary compensation from the Tenants, authority to retain the security deposit and to recover the filing fee.

The hearing was conducted by teleconference on June 19, 2017. Only the Landlord's representative, H.C., called into the hearing. She gave affirmed testimony and was provided the opportunity to present the Landlord's evidence orally and in written and documentary form, and to make submissions to me.

H.C. testified that she served the Tenants with the Notice of Hearing and the Application on December 23, 2016 by registered mail to the forwarding address provided by the Tenant at the end of the tenancy. A copy of the registered mail tracking numbers are provided on the unpublished cover page of this my Decision.

*Residential Tenancy Policy Guideline 12—Service Provisions* provides that service cannot be avoided by refusing or failing to retrieve registered mail:

Where a document is served by registered mail, the refusal of the party to either accept or pick up the registered mail, does not override the deemed service provision. Where the registered mail is refused or deliberately not picked up, service continues to be deemed to have occurred on the fifth day after mailing.

Pursuant to section 90 of the *Residential Tenancy Act* documents served this way are deemed served five days later; accordingly, I find the Tenants were duly served as of December 28, 2016 and I proceeded with the hearing in their absence.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, not all details of the Landlord's submissions and or arguments are reproduced here; further, 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 monetary compensation from the Tenants?
2. What should happen with the Tenants' security deposit?
3. Should the Landlord recover the filing fee?

Background and Evidence

Introduced in evidence was a copy of the tenancy agreement confirming that this one year fixed term tenancy began February 14, 2016. Monthly rent was payable in the amount of \$2,500.00 and the Tenant paid a security deposit in the amount of \$1,250.00.

On October 31, 2016 the tenancy ended prior to the expiration of the term, and as the Tenants failed to pay rent as required. The Landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent on September 20, 2016 indicating the sum of \$2,500.00 was outstanding (a copy of this Notice was provided in evidence). H.C. testified that the Tenants paid \$2,000 towards the September 2016 rent but failed to pay the balance of \$500.00; she further stated that they failed to pay the October rent of \$2,500.00.

Introduced in evidence was a Monetary Orders Worksheet wherein the Landlord confirmed they sought the sum of \$3,539.00 for the following:

Cleaning	\$183.75
Carpet cleaning	\$168.00
Bylaw fine	\$50.00
Paint touch ups and carpet repair	\$137.50
October rent	\$2,500.00
Balance of September 2016 rent	\$500.00
TOTAL	\$3,539.25

H.C. stated that the Tenants had a cat in the rental unit without the Landlord's knowledge or consent. She further stated that the cat had pulled up bits of the carpet as well as a transition piece. She also said that the cat had defecated and urinated on the carpet requiring its cleaning.

She also confirmed that the Landlord was charged a bylaw fine of \$50.00 due to pet feces on the balcony.

Analysis

In a claim for damage or loss under section 67 of the *Act* or the 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* provides that if a Landlord or Tenant does not comply with the *Act*, regulation or tenancy agreement, the non-complying party 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.

The condition in which a Tenant should leave the rental unit at the end of the tenancy is defined in section 37 of the *Act* as follows:

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.

I accept the Landlord's agent's evidence that the rental unit was not cleaned as required by the *Act* and the tenancy agreement. While Tenants are not usually required to have carpets professionally cleaned if the tenancy is less than a year, I accept the agent's evidence that the carpet was stained and damaged from the Tenants' pet. I therefore award the Landlord the amounts claimed for cleaning of the rental unit, cleaning and repair of the carpets and touch up painting of the walls.

I also accept the Landlord's evidence that they were charged \$50.00 as a strata bylaw fine due to the Tenants' cat's feces on the balcony and I award the Landlord related compensation.

I also accept the Landlord's undisputed evidence that the Tenants failed to pay the full amount of rent for September 2016 and October 2016. I therefore award the Landlord recovery of these amounts.

As the Landlord has been substantially successful, I also award them recovery of the \$100.00 fee for total monetary compensation in the amount of **\$3,639.25** for the following:

Cleaning	\$183.75
Carpet cleaning	\$168.00
Bylaw fine	\$50.00
Paint touch ups and carpet repair	\$137.50

October rent	\$2,500.00
Balance of September 2016 rent	\$500.00
Filing fee	\$100.00
TOTAL	\$3,639.25

### Conclusion

The Landlord is granted monetary compensation in the amount of \$3,639.25, may retain the Tenants' \$1,250.00 security deposit and is granted a Monetary Order for the balance due in the amount of **\$2,389.25**. The Landlord must serve this Monetary Order on the Tenants and may file and enforce the Order in the B.C. Provincial Court (Small Claims Division).

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 19, 2017

---

Residential Tenancy Branch