



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord

The landlord testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail in accordance with Section 89. Section 90 of the *Act* deems documents served in such a manner to be received on the 5th day after they have been mailed.

Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

In regard to the delay in the writing of this decision I note that Section 77 (1) (d) of the *Act* stipulates that a decision of the director must be given promptly and in any event within 30 days after the proceedings conclude. I also note that Section 77(2) states that the director does not lose authority in a dispute resolution proceeding, nor is the validity of a decision affected, if a decision is given after the 30 day period in subsection (1) (d). I apologize for the delay in this decision.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; unpaid utilities; for compensation for damage to and cleaning of the rental unit; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Act*.

Background and Evidence

The landlord submitted the following relevant documentary evidence:

- A copy of a tenancy agreement signed by the parties on October 5, 2014 for a 1 year and 1 day fixed term tenancy beginning on October 1, 2014 that converted to a month to month tenancy on October 2, 2015 for a monthly rent of \$1,325.00 due on the 1st of each month with a security deposit of \$650.00 and a pet damage deposit of \$650.00 paid. The agreement stipulates the tenant must pay the 60% of the total utility costs for the property. The landlord confirmed the tenant vacated the rental unit on January 1, 2017;
- A copy of a typewritten submission explaining all of the landlord's claims for compensation and monies sought;
- A copy of a Monetary Order Worksheet outlining the following claims:
 - Unpaid utilities - \$1,792.00
 - Painting - \$635.00
 - Smoke Alarm Replacement - \$35.83
 - Floor damage - \$25.00
 - Cleaning -\$80.00
 - Blind Replacement - \$73.77
 - Carpet Cleaning - \$100.00
 - Truck Damage - \$25.00
 - Lawn Damage - \$75.00;
- A copy of Condition Inspection Reports recording the condition of the rental unit at the start and end of the tenancy;
- A copy of a detailed calculation of utilities owed including copies of payments made by the landlord and various utility bills;
- Estimates for work required to the property; and
- Several photographs taken of the rental unit and residential property taken at the start and end of the tenancy.

Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

I am satisfied from the landlords undisputed submissions that the tenant has failed to pay utilities in the amounts required as set out in the tenancy agreement. Therefore, I find the landlord has suffered a loss resulting from the tenant's failure to comply with the tenancy agreement. I find the landlord is entitled to the total amount claim for this loss of \$1,792.00.

Section 37 of the *Act* states that when a tenant vacates a rental unit at the end of a tenancy the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear and give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

From the landlord's undisputed submissions I find the landlord has established the tenant failed to comply with her obligations under Section 37 of the *Act* and that as a result the landlord has suffered a loss in the amounts claimed \$1,049.60

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$2941.60** comprised of \$1,792.00 utilities owed; \$1,049.60 for damage and cleaning and the \$100.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and pet damage deposit held in the amount of \$1,300.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$1,641.60**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: August 23, 2017

Residential Tenancy Branch