



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SIGNATURE CLUB SUITES  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes            MND MNR MNSD FF

### Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, dated July 14, 2017 (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;
- an order allowing the Landlord to retain all or part of the security deposit or pet damage deposit; and
- an order granting recovery of the filing fee.

The Landlord was represented at the hearing by M.W., an agent, who provided affirmed testimony. The Tenants did not attend the hearing.

On behalf of the Landlord, M.W. testified the Application package and documentary evidence was served on the Tenants by registered mail on July 26, 2017. These documents were sent to the forwarding address provided by the Tenants. A Canada Post registered mail receipt was also submitted in support. Pursuant to sections 88, 89, and 90 of the *Act*, documents served by registered mail are deemed to be received five days later. I find these documents are deemed to have been received by the Tenants on July 31, 2017. The Tenants did not submit documentary evidence in response to the Application.

M.W. was 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 rental unit?
2. Is the Landlord entitled to a monetary order for unpaid rent or utilities?

3. Is the Landlord entitled to retain all or part of the security deposit or pet damage deposit?
4. Is the Landlord entitled to an order granting recovery of the filing fee?

### Background and Evidence

The Landlord submitted a copy of the original tenancy agreement between the parties into evidence. It confirmed the tenancy began on February 1, 2013. The tenancy ended when the Tenants vacated the rental unit on or about June 30, 2017, one month earlier than stipulated in the agreement. At the end of the tenancy, rent was due in the amount of \$1,210.00 per month. The Tenants paid a security deposit of \$575.00, a pet damage deposit of \$575.00, and a key/fob deposit of \$30.00, which the Landlord holds.

The Landlord's claims are set out on a monetary order worksheet, dated July 25, 2017. First, the Landlord claimed \$1,000.00 to replace carpet in the rental unit. M.W. testified the carpet smelled of cat urine and feces, and was frayed in the master bedroom where it appeared the cat had scratched it. Although the total cost to replace the carpet was \$2,046.01, the Landlord claimed only \$1,000.00 out of recognition of the age of the carpet.

Second, the Landlord claimed \$220.00 to repair and replace blinds covering the living room window, patio window, and in two bedrooms. According to M.W., the blinds appeared to have been damaged by the Tenants' cat.

Third, the Landlord claimed \$125.00 to repair and repaint portions of the walls in the rental unit. According to M.W., holes were punched in the walls. Although the total cost to repair the walls and repaint the suite was \$425.00, the Landlord claimed only \$125.00 out of recognition of the age of the paint.

Fourth, the Landlord claimed \$325.00 for general cleaning in the rental unit. Specifically, D.W. testified that the fridge, stove, walls, windows, and cupboards needed to be cleaned. In addition, D.W. advised that cat litter and feces needed to be cleaned, and that bags of garbage left in the rental unit had to be removed.

In support of each of the above claims, the Landlord submitted a copy of the Condition Inspection Report and receipts for the above expenses.

The Landlord also sought to recover the filing fee paid to make the Application, and requested to apply the deposits held in partial satisfaction of the claim.

### Analysis

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

Section 67 of the *Act* empowers me to order one party to pay compensation to the other if damage or loss results from a party not complying with the *Act*, regulations or a tenancy agreement.

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided for in sections 7 and 67 of the *Act*. An applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and
4. That the party making the application did what was reasonable to minimize the damage or loss.

In this case, the burden of proof is on the Landlord to prove the existence of the damage or loss, and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the Tenants. Once that has been established, the Landlord must then provide evidence that can verify the value of the loss or damage. Finally it must be proven that the Landlord did what was reasonable to minimize the damage or losses that were incurred.

In this case, D.W. provided affirmed testimony with respect to repairs and cleaning required in the rental unit, and referred to documentary evidence of the cost to the Landlord to perform the repairs and cleaning. The Tenants did not attend the hearing to dispute the Landlord's evidence.

As the Landlord has been successful, I grant the Landlord recovery of the \$100.00 filing fee paid to make the Application, and order that the deposits held be applied to the amount owed to the Landlord. Pursuant to section 67 of the *Act*, I find the Landlord is entitled to a monetary order in the amount of \$590.00, which has been calculated as follows:

<b>Item</b>	<b>Allowed</b>
Carpet replacement:	\$1,000.00
Blinds:	\$220.00
Wall repairs and painting:	\$125.00
General cleaning:	\$325.00
Filing fee:	\$100.00
<i>LESS</i> deposits:	(\$1,180.00)
<b>TOTAL:</b>	<b>\$590.00</b>

### Conclusion

The Landlord is entitled to a monetary order in the amount of \$590.00. The monetary 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: January 17, 2018

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Residential Tenancy Branch