



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes

**FF MND MNDC MNR MNSD**

### Introduction

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

- a Monetary Order pursuant to section 67 of the *Act*;
- an Order to retain the security or pet deposit pursuant to section 38 of the *Act*; and
- a return of the filing fee pursuant to section 72 of the *Act*.

Only the landlord and her lawyer, B.A.S. attended the hearing. The landlord was given a full opportunity to be heard, to present testimony and to make submissions.

The landlord and her counsel explained that individual copies the landlord's application for dispute resolution and evidentiary packages were sent to the tenants by way of Canada Post Registered Mail. As part of the landlord's evidentiary package, copies of the Canada Post Registered Mail receipts were provided to the hearing. Pursuant to section 88, 89 & 90 the *Act*, the tenants are deemed to have been served with these documents. No evidence was submitted to the hearing by the tenants.

### Issue(s) to be Decided

Can the landlord retain the tenants' security deposit?

Is the landlord entitled to a monetary award?

Can the landlord recover the filing fee from the tenants?

### Background and Evidence

Undisputed testimony provided by the landlord explained that this tenancy began on May 1, 2015 and ended in August 2016 when the tenants abandoned the rental unit.

Rent was \$850.00 per month and a security deposit of \$425.00 paid at the outset of the tenancy continues to be held by the landlord.

The landlord is seeking a monetary award of \$3,652.02 for damage to the rental unit and for outstanding rent. The landlord detailed the extensive repairs to the unit which were required following the tenants abrupt departure in August 2017. In her application for dispute, the landlord described how these repairs prevented her from re-renting the unit until October 2017.

At the hearing, the landlord and her counsel explained that the tenants kept dogs and cats in the rental unit despite being informed at the outset of the tenancy that the home was to be pet-free. The landlord said that the tenants did not have pets at the outset of the tenancy and that no pet deposit was collected. As part of her evidentiary package, the landlord provided a detailed account of the damage which occurred to the floors as a result of the presence of pets in the rental unit. In addition, the landlord's evidentiary package provided a description of the work and repairs that were required in the rental unit following the end of the tenancy.

The landlord said that she made repeated efforts to speak with the tenants about a condition inspection report following the conclusion of the tenancy, but that the tenants made no effort to return her calls or text messages. The landlord noted that the tenants had in fact blocked her phone number, so she could no longer get in touch with them. In her evidentiary package the landlord provided written submissions which explained that the tenants vacated the rental unit without providing a forwarding address and that she only discovered their new address by accident.

### Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. 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 of the *Act* 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. In this case, the onus is on the landlord to prove her entitlement to a monetary award.

As part of her evidentiary package, the landlord provided detailed submissions and evidence describing the extent of the damage suffered in the rental unit following the tenants' departure. I find that this damage goes beyond "normal wear and tear" and that the tenants kept dogs and cats in the rental unit despite being informed at the start of their tenancy that pets were not permitted in the rental unit. Furthermore, I find that the tenants did not pay rent for August 2017 and left the unit in such a poor state that it could not be re-rented until October 2017. I find that the landlord has suffered a financial loss which can directly be attributed to the actions of the tenants. I order the landlord to recover the entire amount sought in her application for a monetary award.

In addition to the landlord's application for a monetary award, the landlord has applied to retain the tenants' security deposit. Section 35(2) of the *Act* states, "The landlord must offer the tenant at least 2 opportunities [to attend a condition inspection]," while subsection (5) notes, "The landlord may make the inspection and complete and sign the report without the tenant if the landlord has complied with subsection (2) and the tenant does not participate on either occasion, or the tenant has abandoned the rental unit."

Based on the evidence presented at the hearing I find that the tenants abandoned the rental unit at the end of the tenancy and that the landlord adequately performed a condition inspection of the rental unit. I find that this report revealed a large amount of damage to the unit and pursuant to section 36 of the *Act* that the tenants have forfeited their right to a return of the security deposit. I allow the landlord to retain the tenants' security deposit in full.

As the landlord was successful in her application, she may pursuant to section 72 of the *Act* recover the \$100.00 filing fee from the tenants.

### Conclusion

I issue a Monetary Order of \$3,752.02 in favour of the landlord as follows:

Item	Amount
Garbage Removal	\$100.00
Carpet Cleaning Supplies/Rental	95.85
Cleaning in home	200.00
Flooring	21.40
Hardware	6.96
Flooring #2	53.75
Flooring #3	56.50

Door and Floor Repairs	19.99
Underlay Flooring	27.99
Flooring #4	159.63
Flooring #5	90.95
Carpet Replacement	500.00
Cleaning #2	620.00
Replacement of Bathroom Cabinet	249.00
Contractor to replace door	175.00
Unpaid rent for August 2017	850.00
Unpaid rent for September 2017	850.00
Return of Filing Fee	100.00
Less Security Deposit	(-425.00)
<b>Total =</b>	<b>\$3,752.02</b>

The landlord is provided with a Monetary Order in the above terms and 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.

I order the landlord to retain the tenants' security deposit in full.

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: February 13, 2018

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Residential Tenancy Branch