



Dispute Resolution Services

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Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding CAPREIT LTD. PARTNERSHIP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, RR, OLC, FF

Introduction

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

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- authorization to recover their filing fee for this application from the landlord pursuant to section 72.

The tenants attended the hearing via conference call and provided undisputed affirmed testimony. The landlord did not attend or submit any documentary evidence. The tenants stated that the landlord was served with the notice of hearing package via Canada Post Registered Mail on February 20, 2018. The tenants provided undisputed direct testimony of the Canada Post Receipt Tracking number noted on the style of cause of this decision. I accept the undisputed affirmed testimony of the tenant and find that both parties have been properly served as per sections 88 and 89 of the Act.

Preliminary Issue(s)

At the outset it was clarified with the tenant that the tenants' completed application form was for:

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- authorization to recover their filing fee for this application from the landlord pursuant to section 72.

The tenants provided undisputed affirmed testimony that the tenancy ended on February 27, 2018 when they vacated the rental unit. As such, the tenants now only wish to proceed on the monetary claim of \$1,662.50 and recovery of the filing fee.

Issue(s) to be Decided

Are the tenants entitled to a monetary order for money owed or compensation and recovery of the filing fee?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The tenant provided undisputed affirmed testimony that this tenancy began on October 1, 2017 on a fixed term tenancy ending on September 30, 2018 and then thereafter on a month-to-month basis. The monthly rent was \$1,625.00 payable on the 1st day of each month. A security deposit of \$812.50 was paid. A condition inspection report was completed by both parties on October 1, 2017.

The tenants provided undisputed affirmed testimony that their forwarding address in writing was provided to the landlord for return of the \$812.50 security deposit on February 27, 2018. The tenants also stated that the landlord currently holds the entire security deposit without permission nor is they aware of an application filed by the landlord to retain it.

The tenant seeks a monetary claim of \$1,662.50 which consists of:

\$812.50	Return of Original Security Deposit
\$650.00	Moving Cost(s)
\$150.00	Cleaning of Rental Unit at beginning of tenancy

During the hearing the tenants clarified that she had pre-maturely applied for return of the security deposit before the end of tenancy and providing the landlord with their forwarding address in writing and as such has filed a second application for return of the \$812.50 security deposit which is currently scheduled for a future date. As such, this portion of the tenants' application is dismissed with leave to reapply. Leave to reapply is not an extension of any applicable limitation period.

During the hearing it was clarified with the tenants that their claim for \$650.00 in moving costs was to be cancelled as this was a premature claim, as no costs were incurred for moving. The tenants clarified that moving was accomplished with the assistance of friends and no services for moving were paid. As such, this portion of the tenants claim is dismissed.

The tenants seek compensation of \$150.00 for cleaning of the rental unit at the beginning of the tenancy. The tenants stated that this is based upon 6 hours of cleaning at \$25.00 per hour. The tenants rely solely on their direct testimony, their submitted photographs and the completed condition inspection report for the move-in on October 1, 2017.

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.

The remaining unresolved issue is the tenant's request for \$150.00 in cleaning costs. In this case, the tenant stated that they cleaned for 6 hours and seek \$25.00 per hour, totaling, \$150.00 in compensation as the landlord failed to provide a clean rental premises at the beginning of the tenancy. The tenants have provided various photographs of the condition of the rental unit at the beginning of the tenancy. However, this is directly contradicted by the completed condition inspection report for the move-in conducted by both parties on October 1, 2017. I find in reviewing this conflicting and contradictory evidence that I am not satisfied that the tenants are entitled to this claim. As such, this portion of the application is dismissed.

Conclusion

The tenants' application is dismissed.

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: March 23, 2018

Residential Tenancy Branch