



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MND, MNDC, MNSD, FF

Introduction

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

- an order of possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent, for damage to the rental unit, and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover his filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. The landlord stated that the tenant was served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on August 24, 2017. The landlord provided a copy of an online tracking result for a Canada Post Registered Mail delivery completed on August 28, 2017 accepted and signed for by the named tenant. I accept the undisputed affirmed evidence of the landlord and find that both parties have been properly served as per sections 88 and 89 of the Act.

Preliminary Issue

At the outset it was clarified with both parties that the landlord's request for an order of possession was no longer required as the tenancy had ended. As such, no further action is required for this portion of the landlord's application.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent, for damage, for money owed or compensation for damage or loss and recovery of the filing fee?
Is the landlord entitled to retain all or part of the security deposit?

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.

This tenancy began on October 15, 2016 on a fixed term tenancy ending on July 31, 2017 as per a signed tenancy agreement. The monthly rent was \$1,378.00 payable on the 1st day of each month. A security deposit of \$689.00 and a pet damage deposit of \$689.00 were paid.

The landlord seeks a monetary claim of \$2,682.30 which consists of:

\$1,378.00	Unpaid Rent, July 2017
\$850.50	General Cleaning
\$22.39	Cleaning Supplies
\$75.50	Blinds
\$109.91	Blinds
\$126.00	Lawn Maintenance
\$120.00	Repair and Cleaning by Landlord

The landlord provided written details stating that the tenant abandoned the rental property with non-payment of the last months' rent (July 2017). The rental property was found dirty and the grounds unmaintained requiring landscaping. The landlord also claims that the tenants damaged the blind(s) in the residence and garage requiring replacement. The grounds and garage required cleanup from dog excrement and personal items left by the tenant as well as new blind(s).

In support of these claims, the landlord has provided:

Invoice dated July 24, 2017 for \$850.50 for general cleaning
Invoice dated July 28, 2017 for \$22.39 for an odor deodorizer
Receipt dated July 16, 2017 for \$75.50 for 3 new vinyl blinds
Receipt dated July 21, 2017 for \$109.91 for 3 new vinyl blinds

Hand written receipt dated July 31, 2017 for \$120.00 for yard maintenance

Hand written receipt dated July 8, 2017 for \$120.00 for landlord's labour
(cleaning yard and garage)

A DVD with 36 photographs of the condition of the rental unit at the end of
tenancy

A copy of a condition inspection report dated July 5, 2016 signed by the tenant

The tenant claims that she does owe \$684.00 in unpaid rent, but argued that an agreement was made with the landlord to "forgive" the balance. The landlord disputes this stating that an offer was made that was time dependent, but that the tenant had never responded.

The tenant disputes the landlord's claim that the rental premises were left dirty requiring cleaning and relies on videos that she took of the rental premises. However, the tenant did not submit any documentary videos of the condition of the rental premises.

The tenant confirmed in her direct testimony that no lawn maintenance was performed by her.

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 on the balance of probabilities that the tenant caused the damage and that it was beyond reasonable wear and tear that could be expected for a rental unit of this age.

I accept the affirmed evidence of both parties and find on a balance of probabilities that I prefer the evidence of the landlord over that of tenant that the landlord has established a claim for:

\$1,378.00	Unpaid Rent, July 2017
\$850.50	General Cleaning
\$22.39	Cleaning Supplies

\$75.50	Blinds
\$109.91	Blinds
\$126.00	Lawn Maintenance
\$120.00	Repair and Cleaning by Landlord

For a total of \$2,682.30. The landlord having been successful is also entitled to recovery of the \$100.00 filing fee. I authorize the landlord to retain the \$689.00 security and the \$689.00 pet damage deposits in partial satisfaction of the claim.

Conclusion

The landlord is granted a monetary order for \$1,404.30.

This order must be served upon the tenant. Should the tenant fail to comply with the order, the order may be filed in the Small Claims Division of the Provincial Court of British Columbia and 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: March 13, 2018

Residential Tenancy Branch