



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNDC MNSD FF

Introduction

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

- a monetary order for unpaid utilities, damage and loss 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 the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted by conference call. The tenants did not attend this hearing, although I waited until 1:45 p.m. in order to enable the tenants to connect with this teleconference hearing scheduled for 1:30 p.m. The landlord attended the hearing and was given a full opportunity to provide affirmed testimony and present evidence.

The landlord testified that on October 16, 2017, a copy of the Application for Dispute Resolution and Notice of Hearing was sent to each of the tenants by registered mail. The landlord provided registered mail tracking numbers in support of service.

Based on the above evidence, I am satisfied that the tenants were deemed served with the Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to sections 89 & 90 of the Act. The hearing proceeded in the absence of the tenants.

Issues

Is the landlord entitled to a monetary award for unpaid utilities, damage and loss?

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

The tenancy began on March 4, 2016. The monthly rent was \$1595.00 plus a flat rate of \$250.00 per month payable on the 1st day of each month. The tenants paid a security deposit of \$797.50 at the start of the tenancy which the landlord continues to hold.

The landlord submitted a “monetary order worksheet” which provides a breakdown of the landlord’s claims totaling \$2213.95. comprised of the following:

- \$1165.00 in outstanding utilities. The landlord testified the tenants fell behind on the monthly flat rate utilities payable in accordance with the tenancy agreement. The landlord submitted a letter signed by one of the tenants acknowledging the outstanding utilities amount and agreeing to a payment plan. The landlord testified the tenants did not pay the agreed upon payment amounts.
- \$1048.95 for end of tenancy cleaning fees, hauling garbage and carpet cleaning. An invoice for this expense was submitted by the landlord.

The landlord submitted a move-in and move-out condition inspection report plus various pictures of the rental unit at the end of the tenancy in support of the above claims.

Analysis

Section 7 of the Act provides for an award for compensation for damage or loss as a result of a landlord or tenant not complying with this Act, the regulations or their tenancy agreement. Under this section, the party claiming the damage or loss must do whatever is reasonable to minimize the damage or loss.

I find that the landlord has established the existence of the damage or loss claimed and that it occurred due to the actions or neglect of the tenant. The landlord has also submitted evidence in support of the actual amounts required to compensate for the loss or repair the damage.

I accept the landlord’s uncontested testimony and supporting evidence and find the landlord has suffered a loss as claimed in the amount of \$2213.95.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application for a total monetary award of \$2313.95.

The landlord continues to hold a security deposit and pet deposit in the amount of \$797.50. I allow the landlord to retain the security deposit and pet deposit in partial satisfaction of the monetary award pursuant to section 38 of the Act.

Therefore, I find that the landlord is entitled to a Monetary Order in the amount of \$1516.45.

Conclusion

Pursuant to section 67 of the *Act*, I grant the landlord a Monetary Order in the amount of \$1516.45. 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.

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: April 24, 2018

Residential Tenancy Branch