



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MAINSTREET EQUITY CORP.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC MND MNR FF

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held, by teleconference, on June 4, 2018. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage to the unit and for damage or loss under the Act;
- a monetary order for unpaid rent or utilities; and,
- to recover the cost of the filing fee.

The Landlord's agent and the Tenant both attended the hearing and provided testimony. Both parties confirmed receipt of each other's documentary evidence.

Both parties were provided 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.

Issue(s) to be Decided

- Is the Landlord entitled to compensation for money owed or damage or loss under the Act?
- Is the Landlord entitled to compensation for unpaid rent or utilities?

Background and Evidence

Both parties agree that the tenancy started on June 1, 2015, and lasted until March 4, 2016, the day which the Tenant returned the keys to the building manager. In the hearing the Landlord stated that he is seeking compensation as follows:

1. \$334.27 for Unpaid Hydro
2. \$972.21 for damaged laminate flooring
3. \$25.00 for garbage disposal
4. \$25.00 for cleaning
5. \$50.00 for re-keying of the door to the rental unit
6. \$119.35 for unpaid rent from March 1-4th, 2016.

The above numbers varied slightly from the numbers provided via documentary evidence. However, the above numbers were confirmed by the Landlord in the hearing. The Landlord also stated that out of consideration for the Tenant's financial hardship, he is not looking to collect on the \$50.00 re-keying of the locks, and he is willing to only have the Tenant pay for half of the laminate flooring costs, which amounts to \$486.10.

Evidence and testimony will be categorized based on the above numbered topics.

1) The Landlord pointed to the tenancy agreement provided into evidence and stated that the agreement clearly shows that heat and hot water are included in rent, but electricity is not included. The Landlord stated that they require all tenants to register with BC Hydro when they move in, and if they fail to do so, the bill gets sent to the Landlord. In this case, the Landlord stated that they are faced with a bill of \$334.27 to pay for the electricity the Tenant used while she lived there. The Landlord provided copies of the bills into evidence.

The Tenant stated that she thought the electricity was included in the rent, and stated that she does not think it is fair for the Landlord to come back after all this time to ask for this money. The Tenant stated she did not read the tenancy agreement very closely when she signed it.

2) The Landlord stated that the laminate flooring was brand new when the Tenant moved into the unit in June of 2015. The Landlord pointed to the condition inspection report which highlights that there were no issues with the laminate at the start of the

tenancy, yet there was damage to the floors at the end. The Landlord stated that they had to do the move-out inspection in the absence of the Tenant because the Tenant ignored their multiple attempts to arrange a time. The Tenant stated that she did not participate in the move-out because she was frustrated with her tenancy. The Landlord did not provide any photos of the damage. The Landlord provided copies of invoices showing the cost for materials and labour for the replacement of the portion of flooring (in the living room) that was water damaged.

The Tenant stated that the damage was not very bad at all, and stated that the spot on the floor (bubble) was about the size of her fist, and it shouldn't have cost so much to replace. The Landlord stated that the damage was several feet wide, and they only replaced what was required.

3) The Landlord stated that the Tenant left several bags of garbage in the unit when she vacated and it cost \$25.00 to dispose of. The Tenant did not testify to this point.

4) The Landlord stated that the Tenant did not clean the unit before she left, and they had to clean several items, and dispose of debris left by the Tenant. The Landlord stated that this cost \$25.00 for the labour involved. The Tenant did not provide any testimony on this point.

5) The Landlord stated they are no longer looking to recover this amount

6) The Landlord is looking for \$119.35 in unpaid rent for March 1-4, 2016. The Landlord stated that the Tenant did not pay any rent for March 2016, but failed to move out until March 4, 2016. The Tenant stated that she returned the keys to the building manager on March 4, 2016, but she did not dispute that she failed to pay rent for those days.

Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim.

The Landlord is seeking monetary compensation for several items, and laid out above. These items will be addressed in the same order for my analysis.

1) I find the tenancy agreement clearly shows that electricity charges are not included in rent. The Tenant acknowledged that she did not pay any electricity bills while she lived there. The Landlord is now faced with \$334.27 in unpaid bills because the amounts got

transferred into their name by BC Hydro. I find the Tenant is responsible for the electricity usage (as evidenced by the bills provided into evidence) that she incurred while she lived in the unit. I award the Landlord \$334.27 for the electricity bills.

2) I note that the laminate floors were installed prior to the Tenant moving in, and the condition inspection report shows that there were no issues with the floors at the time the tenancy started. The condition inspection report also shows that the laminate floors were damaged at the end. The Tenant disagrees with the extent of the damage.

I note the Landlord has not provided any photos to substantiate what damage was done. As such, I do not find the Landlord has sufficiently proven his claim on this matter. Although it is unclear what the extent of the damage was, due to lack of evidence, I find it more likely than not that some of the damage was caused by the Tenant. The Tenant even suggested that it may have been caused by mopping the floor but stated that she thought it was only a small patch about the size of her fist. After considering the totality of the evidence before me, I find it is more reasonable to award the Landlord a nominal amount of \$100.00 for the flooring, rather than the full amount claimed.

3 & 4) The Landlord stated that the Tenant left the rental unit dirty and with garbage inside. The Tenant did not refute any of this information. Based on the evidence before me, I find the Landlord is entitled to \$25.00 for cleaning and \$25.00 for costs associated with garbage removal as a result of the Tenants' failure to clean up before she left.

5) The Landlord is no longer looking to recover this amount.

6) The Landlord stated that the Tenant did not pay any rent for March 2016, but failed to move out until March 4, 2016. The Tenant stated that she returned the keys to the building manager on March 4, 2016, but she did not dispute that she failed to pay rent for those days. As the Tenant failed to move out at the end of February 2016, and never paid any rent for March, I find the Landlord is entitled to a per diem rental rate for the days leading up to the time the Tenant returned the keys on March 4, 2017. I award the Landlord these 4 days' worth of rent, which amounts to \$119.35.

Further, section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. Since the Landlord was successful in this hearing, I also order the Tenant to repay the \$100.00 fee the Landlord paid to make the application for dispute resolution.

In summary, I award the Landlord a monetary order as follows:

Claim	Amount
Electricity bills	\$334.27
Laminate Flooring	\$100.00
Cleaning and Garbage disposal	\$50.00
Unpaid Rent	\$119.35
Filing Fee	\$100.00
TOTAL:	\$703.62

Conclusion

The Landlord is granted a monetary order pursuant to Section 67 in the amount of **\$703.62**. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be 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: June 04, 2018

Residential Tenancy Branch