



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR MNDC FF

Introduction

This hearing dealt with the Landlords' Application for Dispute Resolution, made on February 2, 2018 (the "Application"). The Landlords applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for unpaid rent or utilities;
- a monetary order for money owed or compensation for damage or loss; and
- an order granting recovery of the filing fee.

The Landlords attended the hearing at the appointed date and time, and provided affirmed testimony. The Tenant did not attend the hearing.

The Landlords testified the Application package was served on the Tenant by registered mail on February 7, 2018. The Application package was sent to an address provided by the Tenant. A Canada Post registered mail receipt was submitted in support. Pursuant to sections 89 and 90 of the *Act*, documents served by registered mail are deemed to be received five days later. I find the Tenant is deemed to have received the Application package on February 12, 2018.

In addition, the Landlords submitted an Amendment to an Application for Dispute Resolution to the Residential Tenancy Branch on March 20, 2018, which increased and added to the Landlords' monetary claim (the "Amendment"). The Landlords testified the Amendment was served on the Tenant by registered mail on March 21, 2018. The Amendment was sent to an address provided by the Tenant. A Canada Post registered mail receipt was submitted in support. Pursuant to sections 89 and 90 of the *Act*, documents served by registered mail are deemed to be received five days later. I find the Tenant is deemed to have received the Amendment on March 26, 2018.

The Landlords were provided with a full 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 and to which I was

referred. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Are the Landlords entitled to a monetary order for unpaid rent or utilities?
2. Are the Landlords entitled to a monetary order for money owed or compensation for damage or loss?
3. Are the Landlords entitled to an order granting recovery of the filing fee?

Background and Evidence

The Landlord submitted a copy of the tenancy agreement between the parties into evidence. It confirmed the tenancy began on October 17, 2012. The tenancy ended when the Tenant vacated the rental unit on December 31, 2017, after giving notice of her intention to do so pursuant to the *Act*. At that time, rent was due in the amount of \$1,180.00 per month. The Tenant paid a security deposit of \$575.00, which the Landlords hold. The Landlords testified the Tenant was provided with opportunities to attend a move-out condition inspection but that she did not attend.

The Landlords' claim was set out on a Monetary Order Worksheet. First, the Landlords claimed \$77.56 for a service call and a new garage padlock. The Landlords testified that the Tenant left her padlock on the garage door but did not remove it or provide the Landlords with keys at the end of the tenancy. The Landlords paid \$60.00 for a service call to remove the lock, \$13.00 for a new padlock, plus tax. A receipt was provided in support.

Second, the Landlords claimed \$29.83 for burned out lightbulbs and broken switch plates throughout the rental unit. A receipt for these items was provided in support.

Third, the Landlord claimed \$198.53 for carpet cleaning. The Landlords testified that it appeared the Tenant did nothing to clean the rental unit at the end of the tenancy, and that the carpet was very dirty. The Landlords estimated the carpet had not been cleaned in five years. A receipt for carpet cleaning was provided in support.

Fourth, the Landlord claimed \$480.00 for house cleaning. Again, the Landlords testified that it appeared the rental unit had not been cleaned at the end of the tenancy. The Landlords testified they did not claim for labour to remove the Tenant's belongings. A detailed hand-written receipt was provided in support.

Fifth, the Landlords claimed \$2,510.00 for unpaid rent from January 2015 to December 2017. The Landlords testified the Tenant did not pay rent in full at various times during the tenancy. They advised that the Tenant was advised at regular intervals of the amount owing, but that they did not want to kick the Tenant out over a relatively small sum of money. However, in the final two months of the tenancy, the Tenant withheld \$1,560.00. A tenant ledger from January 2015 to December 2017 was submitted in support.

Sixth, the Landlords claimed \$536.94 for unpaid utilities. The Landlords testified that the city transfers arrears owed by tenants to owners when the tenant's account is closed. A letter from the Landlords' lawyer confirmed payment of the amount claimed.

Finally, the Landlords sought to recover the \$100.00 filing fee paid to make the Application.

Analysis

Based on the unchallenged and affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 67 of the *Act* empowers me to order one party to pay compensation to the other if damage or loss results from a party not complying with the *Act*, regulations or a tenancy agreement.

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided for in sections 7 and 67 of the *Act*. An applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and
4. That the party making the application did what was reasonable to minimize the damage or loss.

In this case, the burden of proof is on the Landlords to prove the existence of the damage or loss, and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement

on the part of the Tenant. Once that has been established, the Landlords must then provide evidence that can verify the value of the loss or damage. Finally it must be proven that the Landlords did what was reasonable to minimize the damage or losses that were incurred.

I find the Landlords have established an entitlement to a monetary order in the amount of \$3,343.30, which has been calculated as follows:

Claim	Allowed
Service call:	\$63.00 (\$60.00 + GST)
Lightbulbs and switch plates:	\$29.83
Carpet cleaning:	\$198.53
House cleaning:	\$480.00
Unpaid rent:	\$2,510.00
Unpaid utilities:	\$536.94
Filing fee:	\$100.00
<i>LESS</i> security deposit:	(\$575.00)
TOTAL:	\$3,343.30

Conclusion

The Landlord is granted a monetary order in the amount of \$3,343.30. The order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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 13, 2018

Residential Tenancy Branch