



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TOTAL CONCEPT DEVELOPMENTS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCL, MNRL, FFL

Introduction

This decision pertains to the Landlord's application for dispute resolution made on May 15, 2018, under the *Residential Tenancy Act* (the "Act"). The Landlord seeks a monetary order for compensation for unpaid rent, carpet cleaning, and the filing fee.

The Landlord's agent (the "Landlord") attended the hearing before me and was given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The Tenants did not attend.

The Landlord testified that she served the Tenants with the Notice of Dispute Resolution Proceeding package (the "NDR") by registered mail on May 25, 2018, to the Tenants' forwarding address as indicated on a Condition Inspection Report (submitted into evidence). The Landlord submitted into evidence a copy of a Canada Post Registered Mail receipt with tracking number, and, a "Canada Post – Track – Result Detail Print" document which indicated that the NDR was signed for on May 28, 2018.

I find that the Landlord served the Tenants pursuant to subsection 89 (1) (c) of the Act.

While I have reviewed all oral and documentary evidence submitted, only relevant evidence pertaining to the issue of this application is considered in my decision.

Issue

Is the Landlord entitled to a monetary order for compensation for unpaid rent, carpet cleaning, and the filing fee?

Background and Evidence

The Landlord submitted into evidence a copy of a Residential Tenancy Agreement (the "Agreement"). The tenancy began May 1, 2016, monthly rent was \$1,800.00 and the Tenants paid a \$900.00 security deposit and a \$250.00 pet damage deposit.

In February 2018, the Tenants stopped paying rent, and did not pay rent for February, March, April and May 2018. The Landlord served a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice") on the Tenants' door on April 26, 2018, with a May 8, 2018 end of tenancy date. The Tenants moved out on May 8, 2018.

The Landlord claims \$5,725.00 in compensation for unpaid rent. The Landlord testified that the Tenants agreed in writing that the Landlord could retain the security and pet damage deposits as partial payment toward the unpaid rent for February. The written agreement is on page 2 of the Condition Inspection Report.

The parties conducted the end of tenancy condition inspection on May 9, 2018. The Condition Inspection Report indicated that the "carpets [were] not shampooed" in two bedrooms. I note that clause 5 of the Agreement's addendum states that the "Tenant agrees to leave the unit in clean, **including professionally shampooing of carpets**, or be subject to claims by the landlord under the RTA" (emphasis in original). The Landlord claims \$78.75 in compensation for the cost of professional carpet shampooing. An invoice submitted into evidence substantiates the amount claimed.

Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

Section 26 of the Act requires that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with the Act, regulations or the tenancy agreement, unless the tenant has a right under the Act to deduct all or some of the rent. Pursuant to section 46 of the Act, the Notice informed the Tenants that the Notice would be cancelled if they paid rent within five days of service. The Notice also explains that the Tenants had five days from the date of service to dispute the Notice by filing an Application for Dispute Resolution.

The Landlord testified, and provided documentary evidence to support their submission, that the Tenants did not pay rent when it was due, and did not pay rent for February to

May 2018, inclusive. Further, there is insufficient evidence before me that the Tenants had a right under the Act to deduct some or all of the rent, and insufficient evidence indicating that they applied to cancel the Notice.

Taking into consideration all of the documentary evidence and unchallenged testimony presented before me, and applying the law to the facts, I find on a balance of probabilities that the Landlord has met the onus of proving their claim for \$5,725.00 in compensation for unpaid rent, pursuant to section 67 of the Act.

As noted above, the Landlord obtained written permission from the Tenants to retain the security and pet deposits in partial payment for rent for February 2018. That amount retained, and put toward rent, are not included in the Landlord's present claim.

I further find, based on the undisputed oral and documentary evidence presented before me, that the Landlord has met the onus of proving their claim for \$78.75 in compensation for the cost of professional carpet shampooing, pursuant to section 67.

As the Landlord is successful in their application, I grant the Landlord a monetary award of \$100.00 for recovery of the filing fee, pursuant to section 72 (1) of the Act.

Conclusion

I hereby grant the Landlord a monetary order for \$5,903.75. This order must be served on the Tenants and 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 subsection 9.1(1) of the Act.

Dated: July 11, 2018

Residential Tenancy Branch