



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL, MNDL, FFL

Introduction

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

- a monetary order for unpaid rent pursuant to section 67;
- a monetary order for damage to the rental unit pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant did not participate in the conference call hearing, which lasted approximately 18 minutes. Landlord TL did not attend the hearing however landlord KL (the "landlord") attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord testified that on February 28, 2018 she forwarded the landlord's application for dispute resolution hearing package ("application") including the amendment and all other evidence via registered mail to the tenant. The landlord provided a Canada Post receipt and tracking number as proof of service. Based on the testimony of the landlord and in accordance with sections 89 and 90 of the *Act*, I find that the tenant has been deemed served with the application, amendment and evidence on March 5, 2018, the fifth day after their registered mailing.

Issue(s) to be Decided

Are the landlords entitled to a monetary order for unpaid rent?

Are the landlords entitled to a monetary order for damage to the rental unit?

Are the landlords authorized to recover the filing fee for this application from the tenant?

Background and Evidence

As per the submitted tenancy agreement and testimony of the landlord, the tenancy began on July 1, 2016 on a month-to-month basis. Rent in the amount of \$1,500.00 was payable on the first of each month. The tenant remitted a security deposit in the amount of \$750.00 at the start of the tenancy, which the landlord still retains in trust. The tenant vacated the rental unit on February 1, 2018.

The landlord testified that written condition inspection reports were not conducted at move-in or move-out. The landlord submitted photographs depicting the condition of the unit prior to the tenancy and following the tenancy.

The landlord seeks compensation in the amount of \$4,990.13, including the following;

1	January rent	\$1,500.00
2	Cleaning	\$160.00
3	Garbage clean up	\$240.00
4	Dog waste removal	\$80.00
5	Carpet cleaning labour	\$200.00
6	Carpet cleaning tools and product	\$228.59
7	Miscellaneous repair labour	\$120.00
8	Miscellaneous repair supplies	\$82.54
9	Deck cover repair labour estimate	\$120.00
10	Deck cover repair materials estimate	\$100.00
11	Carpet replacement labour estimate	\$320.00
12	Carpet replacement cost estimate	\$1,050.00
13	Front door glass replacement labour estimate	\$80.00
14	Front door glass replacement material estimate	\$120.00
15	Blind repair labour estimate	\$20.00
16	Blind repair material estimate	\$100.00
17	Drywall repair labour estimate	\$200.00
18	Drywall repair and paint supplies estimate	\$200.00
19	Tax 5% on items 3-18	\$69.00
	Total Monetary Claim	\$4,990.13

The landlord seeks unpaid rent for January 2018 in the amount of \$1,500.00. The landlord claims the tenant did not pay any rent for January 2018.

The landlord seeks cleaning fees in the amount of \$160.00 and damages in the amount of \$3,330.13. The landlord submitted a cleaning invoice in the amount of \$160.00 and an invoice from the company that manages the rental property with the above breakdown of costs totalling \$3,330.13.

The landlord also seeks to recover the \$100.00 filing fee for this application from the tenant.

Analysis

1. Rent

Section 26 of the *Act* requires the tenant to pay rent on the date indicated in the tenancy agreement, which is the first day of each month. Section 7(1) of the *Act* establishes that a tenant who does not comply with the *Act*, *Regulation* or tenancy agreement must compensate the landlord for damage or loss that results from that failure to comply.

I find that the landlord proved that the current rent for this unit is \$1,500.00. I find the landlord provided undisputed evidence that the tenant failed to pay full rent for January 2018. Therefore, I find that the landlord is entitled to \$1,500.00 in rent.

2. Cleaning

Section 37 of the *Act*, establishes that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

Based on the undisputed testimony of the landlord, the photographs and the invoice before me, I find the landlord is entitled to recover cleaning costs in the total amount of \$160.00.

3-8. Garbage removal, dog waste removal, carpet cleaning and miscellaneous repairs

Under section 67 of the *Act*, when a party makes a claim for damage or loss, the burden of proof lies with the applicant to establish the claim. To prove a loss, the applicant must satisfy the test prescribed by Section 7 of the *Act*. The applicant must prove a loss actually exists and prove the loss happened solely because of the actions of the

respondent in violation to the *Act*. The applicant must also verify the loss with receipts and the applicant must show how they mitigated or what reasonable efforts they made to minimize the claimed loss.

I find the landlords have met their onus in meeting the above test in relation to items 3-8. I am satisfied based on the photographs, receipts and landlord's undisputed testimony that the tenant left the unit contrary to section 37 of the *Act*. For this reason I find the landlord is entitled to \$951.13 for garbage removal, dog waste removal, carpet cleaning and miscellaneous repairs.

9-19 Estimates

Although the landlord applied for compensation for the deck cover repair, carpet replacement, front door glass replacement, blind repair, drywall repair and applicable tax on these repairs, I find this portion of the landlord's claim premature as the landlord has not incurred these actual costs, rather these costs are estimates. For this reason I dismiss this portion of the landlord's application for damages with leave to reapply.

As the landlord was partially successful in this application, I find that the landlord is entitled to half the filing fee in the amount of \$50.00, for a total award of \$2,661.13.

In accordance with the offsetting provisions of section 72 of the *Act*, I allow the landlord to retain the security deposit in the total amount of \$750.00 in partial satisfaction of the monetary award and I grant an order for the balance due \$1,911.13.

Conclusion

I issue a monetary order in the landlord's favour in the amount of \$1,911.13 for the following items:

1	January rent	\$1,500.00
2	Cleaning	\$160.00
3	Garbage clean up	\$240.00
4	Dog waste removal	\$80.00
5	Carpet cleaning labour	\$200.00
6	Carpet cleaning tools and product	\$228.59
7	Miscellaneous repair labour	\$120.00
8	Miscellaneous repair supplies	\$82.54

	Filing fee	\$50.00
	Less security deposit	(\$750.00)
	Total Monetary Order	\$1,911.13

The landlord's application for monetary compensation for the deck cover repair, carpet replacement, front door glass replacement, blind repair, drywall repair and applicable tax on these repairs, is dismissed with leave to reapply.

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: September 25, 2018

Residential Tenancy Branch