



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOLLYBURN ESTATES LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND MNDC MNR FF

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, made on September 21, 2018 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage to the unit, site, or property; and
- a monetary order for money owed or compensation for damage or loss;
- a monetary order for unpaid rent; and
- an order granting recovery of the filing fee.

The Landlord was represented at the hearing by D.S. and S.E., who provided affirmed testimony. The Tenants did not attend the hearing.

On behalf of the Landlord, D.S. testified that the Application package and documentary evidence to be relied upon were served on the Tenants by registered mail on September 28, 2018. Further, D.S. testified that Canada Post tracking information confirmed the Tenants received these documents on October 2, 2018. In the absence of evidence to the contrary, I find the Application package and documentary evidence were received by the Tenants on October 2, 2018.

D.S. and S.E. 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. Is the Landlord entitled to a monetary order for damage to the rental unit?
2. Is the Landlord entitled to a monetary order for money owed or compensation for damage or loss?
3. Is the Landlord entitled to a monetary order for unpaid rent?
4. Is the Landlord entitled to an order granting recovery of the filing fee?

Background and Evidence

A copy of the tenancy agreement between the parties was submitted into evidence. It confirmed the tenancy began on October 10, 2015. At the end of the tenancy, rent in the amount of \$1,820.00 per month was due on the 1st day of each month. Parking was not included in rent. A monthly parking fee in the amount of \$45.00 per month was also due at that time. The Tenants paid a security deposit in the amount of \$857.50, which the Landlord holds.

The Landlord's claim is set out in a Monetary Order Worksheet, dated September 26, 2018. First, the Landlord claimed \$1,895.00 for unpaid rent (\$1,820.00), locker rental (\$30.00), and parking fees (\$45.00). A Notice of Rent increase was submitted into evidence and confirmed a rent increase to \$1,820.00 on February 1, 2018. On behalf of the Landlord, D.S. testified that the Tenants submitted a Notice of Intent to Vacate form, dated August 21, 2018, which acknowledged the tenancy ended on September 30, 2018. A copy was submitted into evidence by the Landlord. However, according to D.S., the Tenants handed in the keys to the rental on September 1, 2018, but did not pay rent when due on that date.

Second, the Landlord claimed \$85.00 for carpet cleaning. According to D.S., the carpet was new at the beginning of the tenancy. Photographic evidence depicting the carpeting was submitted in support. D.S. testified that rental units are cleaned at the end of each tenancy and expectations for cleaning are communicated to tenants upon receipt of a notice to vacate. An invoice dated September 25, 2018, was also submitted in support, which was paid by the Landlord.

Third, the Landlord claimed \$100.80 to clean drapes. Photographic evidence depicting stained drapes was submitted in support. D.S. testified that rental units are cleaned at the end of each tenancy and expectations for cleaning are communicated to tenants upon receipt of a notice to vacate. An invoice dated September 25, 2018, was submitted in support.

Fourth, the Landlord claimed \$640.00 for general cleaning. Photographic evidence depicting the interior of the rental unit, including some wall repairs, was submitted in support. D.S. testified that although the unit was not terribly dirty, everything in the rental unit needed to be touched by staff. Included with the Landlord's documentary evidence was a schedule summarizing staff hours spent cleaning on September 25, 26, and 27, 2018.

Fifth, the Landlord claimed \$5.50 to replace a light bulb. D.S. testified that a bulb in the bedroom was not replaced. Further, D.S. stated that bulbs are purchased in bulk and that the cost of replacement is communicated to tenants in a schedule of replacement charges, a copy of which was submitted into evidence.

Sixth, the Landlord claimed \$264.54 to repair kitchen linoleum. Photographic evidence depicts a large tear in the flooring. Although an invoice for \$385.15 was submitted in support, D.S. confirmed that the cost is amortized. Only \$264.54 is being claimed due to the age of the flooring.

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

As noted above, the Tenants did not attend the hearing to dispute the Landlord's evidence.

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

The affirmed testimony of D.S. was supported by photographic and documentary evidence. The Tenants did not attend the hearing to dispute the Landlord's evidence. I find that the Landlord has demonstrated that the losses claimed were incurred due to the Tenants' breach of their obligations under the *Act*, and the value of the losses claimed. I also find the Landlord did what was reasonable to minimize the losses.

Pursuant to section 67 of the *Act*, I find there is sufficient evidence to find that Landlord has demonstrated an entitlement to a monetary award of \$2,233.34, which has been calculated as follows:

Claim	Amount allowed
Unpaid rent/parking/locker:	\$1,895.00
Carpet cleaning:	\$85.00
Clean drapes:	\$100.80
General cleaning:	\$640.00
Light bulb replacement:	\$5.50
Replace linoleum flooring:	\$264.54
Filing fee:	\$100.00
<i>LESS</i> security deposit:	(\$857.50)
TOTAL:	\$2,233.34

Conclusion

The Landlord is granted a monetary order in the amount of \$2,233.34. 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: January 22, 2019

Residential Tenancy Branch