



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PROLINE MANAGEMENT LTD. and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes

MNDCL-S, MNRL

Introduction

On October 25, 2018, the Landlord applied for a Dispute Resolution proceeding seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “Act”) and seeking to apply the security deposit and pet damage deposit towards these debts pursuant to Section 67 of the *Act*.

G.R. and A.H. attended the hearing as agents for the Landlord and the Tenant attended the hearing as well. All in attendance provided a solemn affirmation.

The Landlord advised that the Notice of Hearing package and evidence was taped to the Tenant’s mailbox on October 25, 2018. The Tenant acknowledged that he received this package only when he happened to take out the garbage and he discovered this on top of the garbage sometime in early November 2018. While this package was not served in accordance with Section 89 of the *Act*, as the Tenant advised that he would still like to proceed with the hearing, I am satisfied that the Tenant was served the Landlord’s Notice of Hearing package and evidence.

The Tenant advised that he did not submit any evidence for consideration on this file.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; 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 a Monetary Order for compensation?
- Is the Landlord entitled to apply the security deposit and pet damage deposit towards these debts?
- Is the Landlord entitled to recover the filing fee?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on November 1, 2016 and ended on July 4, 2018 when the Tenant gave up vacant possession of the rental unit. Rent was established at \$2,500.00 per month, due on the first day of each month. A security deposit of \$1,250.00 and a pet damage deposit of \$1,250.00 were also paid.

All parties agreed that a move-in inspection report was conducted with the Tenant on October 28, 2016.

Both parties disagreed that a move-out inspection report was conducted. They agreed that on July 4, 2018, the Tenant signed the inspection report that was submitted as documentary evidence, agreeing that the Landlord could keep the Tenant's security and pet damage deposit. However, no issues with respect to the condition of the rental unit were documented. The Tenant advised that the Landlord was surprised and commented on the cleanliness of the rental unit.

The Landlord submitted that they are seeking compensation in the amount of **\$2,500.00** for June 2018 rent. She stated that the Tenant did not pay May 2018 rent and the Tenant agreed to sign off on the deposits to cover this rent arrears. However, she is still seeking compensation for June 2018 rent. In addition, she is seeking compensation in the amount of **\$328.76** for the four days that the Tenant overheld in July 2018.

The Tenant did not deny that he did not pay June 2018 rent. As well, he stated that his options for July would be to stay until July 4, 2018 and clean the rental unit, or vacate by June 30, 2018 and leave it dirty.

The Landlord submitted that they are seeking compensation in the amount of **\$257.72, \$282.80, \$476.44, and \$195.55** for utilities owing from April 2017 to the end of the tenancy as the Tenant did not pay any of the utility bills. She submitted copies of the utility bills as documentary evidence to support these claims.

The Tenant stated that the Landlord never gave him a copy of the bills, but he paid the amounts outstanding whenever the Landlord asked. He advised that at one point, he developed heart problems and had difficulty paying the rent. He submitted that his water bills were five times higher than the neighbours and as he was living by himself, there was no way he could have consumed that much. Just before he moved out, he stated that he found a fault with the toilet leaking, and he informed the Landlord about this. He stated that the toilet was repaired after he moved out.

The Landlord referenced the tenancy agreement which indicated that the Tenant was responsible for these utility costs. She also stated that the accounting department would mail out the utility bills every few months.

The Landlord submitted that they are seeking compensation in the amount of **\$341.25** for the cost of gardening as the Tenant did not take care of the property. She submitted a copy of the invoice for the work completed.

The Tenant did not dispute that he was responsible for this work and that he was incapable of completing these jobs, so he asked the Landlord to rectify this for him.

The Landlord submitted that they are seeking compensation in the amount of **\$140.00** for the cost of carpet cleaning as the Tenant did not clean the carpet at the end of the tenancy, as per the tenancy agreement. She submitted a copy of the invoice for the work completed.

The Tenant stated that he was advised not to clean the carpets as the Landlord would be doing this anyways. As such, he did not dispute that he was responsible for this cost.

The Landlord submitted that they are seeking compensation in the amount of **\$275.00** for the cost of cleaning the rental unit as the Tenant did not leave the rental unit in a rentable state. She submitted a copy of the invoice for the work completed.

The Tenant advised that he hired a former employee to come in and clean the rental unit. This took two days and he stated that the Landlord was surprised at the cleanliness of the rental unit at the end of the tenancy.

Finally, the Landlord submitted that they are seeking compensation in the amount of **\$315.00** for the cost of a using the services of a skip tracer to locate the Tenant.

Analysis

Upon consideration of the evidence before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this decision are below.

With respect to the Landlord's claims for damages, when establishing if monetary compensation is warranted, I find it important to note that Policy Guideline # 16 outlines that when a party is claiming for compensation, "It is up to the party who is claiming compensation to provide evidence to establish that compensation is due", that "the party who suffered the damage or loss can prove the amount of or value of the damage or loss", and that "the value of the damage or loss is established by the evidence provided."

Regarding the Landlord's claim in the amount of \$2,500.00 for June 2018 rent and \$328.76 for the four days that the Tenant overheld in July 2018, as these amounts are undisputed and unpaid, I am satisfied that the Landlord has established that they should be granted a monetary award in the amount of **\$2,828.76** to cover the rent arrears.

With respect to the Landlord's claims of \$257.72, \$282.80, \$476.44, and \$195.55 for utilities owing from April 2017 to the end of the tenancy, I am satisfied from the evidence before me that these amounts went unpaid by the Tenant. While the Tenant suggested that he could not have been responsible for incurring these costs and speculated that a leaking toilet may have increased the water usage, I do not find that there is any compelling evidence to support this position. As such, I find that the Landlord's evidence is more persuasive, and I am satisfied that the Landlord has established that they should be granted a monetary award in the amount of **\$1,212.51** to cover the utilities owed.

With respect to the Landlord's claims of \$341.25 for the cost of gardening and \$140.00 for the cost of carpet cleaning, as the Tenant acknowledges that these costs are owed, I am satisfied that the Landlord has established that they should be granted a monetary award in the amount of **\$481.25** to rectify these issues.

Regarding the Landlord's claim in the amount of \$275.00 for the cost of cleaning the rental unit after the Tenant gave up vacant possession, both parties disagreed on the condition of the rental unit at the end of the tenancy. I find it important to emphasize that the burden of proof is on the Landlord to establish each claim. As the condition inspection report does not support this claim, and as the Landlord has not provided any other documentation, other than an email, to corroborate the condition of the rental unit, I am not satisfied, on a balance of probabilities, that the Landlord has established this claim. As such, I dismiss this in its entirety.

Finally, with respect to the Landlord's claim in the amount of \$315.00 for the cost of using the services of a skip tracer to locate the Tenant, as there are no provisions in the *Act* regarding compensation for such a fee, I dismiss this claim in its entirety as well.

As the Landlord was successful in this Application, I find that they are entitled to recover the \$100.00 filing fee paid for this Application.

Pursuant to Sections 67 and 72 of the *Act*, I grant the Landlord a Monetary Order as follows:

Calculation of Monetary Award Payable by the Tenant to the Landlord

Rent arrears	\$2,828.76
Utilities owed	\$1,212.51
Gardening and carpet cleaning	\$481.25
Filing fee	\$100.00
TOTAL MONETARY AWARD	\$4,622.52

Conclusion

The Landlord is provided with a Monetary Order in the amount of **\$4,622.52** in the above terms, and the Tenant must be served with **this Order** as soon as possible.

Should the Tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and 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: March 18, 2019

Residential Tenancy Branch