



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRL-S, MNDL-S, 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 and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover its filing fee for this application from the tenants pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed the landlord served the tenants with the notice of hearing package via Canada Post Registered Mail on November 21, 2019. Both parties also confirmed the landlord served the tenants with the submitted documentary evidence in person on March 16, 2020 and again posted to the rental unit door on March 16, 2020. Both parties also confirmed the tenants served the landlord with the submitted documentary evidence in person on March 24, 2020. Neither party raised any service issues. I accept the undisputed affirmed evidence of both parties and find that both parties have been properly served as per sections 88 and 89 of the Act.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent, for money owed or compensation for damage or loss and recovery of the filing fee?

Is the landlord entitled to retain all or part of the security deposit?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on January 15, 2017 on a fixed term tenancy ending on July 31, 2017 and then thereafter on a month-to-month basis as per the signed tenancy agreement dated January 14, 2017. The monthly rent was \$1,300.00 payable on the 1st day of each month.

The landlord seeks a monetary claim of \$2,194.38 which consists of:

\$1,410.00	Unpaid Rent, November 2019, \$1,385.00
	Unpaid Parking, November 2019 \$25.00
\$684.38	Damage requiring Repairs:
	\$141.75 Carpet Cleaning
	\$40.00 Blinds Cleaning
	\$192.00 General Cleaning/Materials
	\$185.63 Painting/Materials
	\$50.00 Drywall Repairs
	\$75.00 Furniture Removal
\$2,094.38	
\$100	Filing Fee

The landlord provided undisputed affirmed testimony that the tenants vacated the rental unit with late notice on October 15, 2019 to end the tenancy on October 31, 2019. The landlord submitted a copy of the "Late Notice" as confirmation. The landlord seeks compensation for the loss of rental income of \$1,385.00 and a \$25.00 parking fee for November 2019. The tenants confirmed that notice to vacate the rental unit was given as stated by the landlord. The tenants stated that they were worried about mice issues, having a newborn baby and the lack of communication from the landlord. The landlord stated that showings for the rental unit began immediately, but that the landlord was unable to successfully re-rent the unit until December 1, 2019.

The landlord seeks \$141.75 for carpet shampoo costs incurred. The landlord claims that the tenants vacated the rental unit leaving it "very dirty" requiring carpet shampooing. The landlord also claims that a condition of the tenancy agreement

requires the tenants to shampoo the carpets at the end of tenancy. The tenants dispute this claim arguing that the carpets were left clean and that shampooing the carpets was not necessary.

The landlord seeks \$40.00 for blind cleaning stating that the unit blinds were left dirty requiring cleaning. The tenants disputed this claim arguing that the unit blinds were not dirty.

The landlord also seeks \$192.00 for cleaning and materials used as the tenants vacated the rental unit leaving it dirty. The landlord stated that 2 cleaners were used to clean at 4 hours each. The landlord has submitted a copy of a cleaning invoice dated November 20, 2019 generated by the landlord. The tenants confirmed the landlords claim stating that the unit was left dirty.

In support of this application the landlord has submitted:

- Copy of Signed Tenancy Agreement dated January 14, 2017
- Copy of Notice of Rent Increase, dated October 16, 2017
- Copy of Notice of Rent Increase, dated November 7, 2018
- Copy of Notice to End Tenancy to Landlord
- Completed Condition Inspection Report for Move-In
- Completed Condition Inspection Report for Move-out by landlord only
- 36 photographs of the condition of the rental unit at end of tenancy
- Copies of Invoices/Receipts for repairs

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. In this case, the onus is on the landlord to prove on the balance of probabilities that the tenant caused the damage and that it was beyond reasonable wear and tear that could be expected for a rental unit of this age.

I accept the affirmed testimony of both parties and find on a balance of probabilities regarding the landlord's claims below.

Both parties confirmed the landlord's claim of \$1,410.00 for loss of rent and parking rent(November 2019), that the tenants failed to give proper 1 months notice to end the tenancy. The landlord provided undisputed affirmed testimony that the unit was immediately advertised for rent, but that a successful candidate was not found to take possession until December 1, 2019. On this basis, I find that the tenants failed to provide proper notice to vacate the rental unit. I also find that the landlord has mitigated any possible losses by immediately advertising the unit for rent and was not successful until December 1, 2019. On this basis, the landlord has established a claim for \$1,410.00.

On the landlord's claim for \$192.00 for cleaning and materials, I find that the landlord has been successful. The tenants provided affirmed testimony confirming that the unit was left dirty requiring cleaning. On this basis, I accept the landlord's claim based upon the generated invoice dated November 20, 2019.

On the remaining two items of claim, \$141.75 carpet shampooing and \$40.00 blind cleaning, I find that the landlord has failed to establish a claim. In this case, the landlord's claims are disputed by the tenants. The landlord has failed to provide sufficient evidence that the carpets were "very dirty" requiring carpet shampooing or that the unit blinds were dirty requiring cleaning. A review of all of the photographs provided and the incomplete condition inspection report by the landlord fail to show any issues with the blinds or carpet. On this basis, these portions of the landlord's claims are dismissed.

The landlord has established a total monetary claim of \$1,602.00. The landlord having been successful is also entitled to recovery of the \$100.00 filing fee. I authorize the landlord to retain the \$650.00 security deposit in partial satisfaction of this claim.

Conclusion

The landlord is granted a monetary order for \$1,048.00.

This order must be served upon the tenants. Should the tenants fail to comply with this order, the 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: April 14, 2020

Residential Tenancy Branch