



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CORONET REALTY LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC-S, MNR-S, MND-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, for damage to the rental unit, 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.

The landlord's agent (the landlord) attended the hearing via conference call and provided undisputed affirmed testimony. The tenants did not attend or submit any documentary evidence. The landlord stated that each of the tenants were served with the notice of hearing package via substitute service (Email) on January 13, 2020. The landlord also stated that the 4 documentary evidence packages were each served to both tenants via substitute service (Email) on December 23, 2019, January 7, 2020, April 1, 2020 and April 2, 2020 as approved by on the Decision dated January 7, 2020 for Substitute Service.

I accept the undisputed affirmed evidence of the landlord and find the tenants have been sufficiently served. Although the tenants failed to attend, participate or submit any documentary evidence, I find that both tenants are deemed served as per section 90 of the Act.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent, for damage, for money owed or compensation 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 July 13, 2018 on a month-to-month basis as per the submitted copy of the signed tenancy agreement dated June 21, 2018. The monthly rent is \$2,500.00 payable on the 1st day of each month. A security deposit of \$1,250.00 was paid on June 25, 2018. A Notice of Rent Increase dated April 17, 2019 for August 1, 2019 shows the new rent will be \$2,562.50.

The landlord seeks a revised monetary claim of \$5,403.95 which consists of:

\$320.00	Cleaning, 4 hours
\$1,600.00	Damaged Carpet, Pet
\$921.45	Junk Removal
\$2,562.50	Unpaid Rent, November/December 2019

The landlord claims that the tenants vacated the rental unit and returned the keys on December 6, 2019 after failing to pay any rent for December 2019 of \$2,562.50. The landlord noted during the hearing that after cleaning and repairs, the unit was not successfully re-rented until February 2020.

The landlord claims that the upon taking possession, the carpet was found to have been ruined by dog urine. The landlord stated that the carpet was not salvageable and was required to replace it for \$1,600.00 based upon an estimate received. The landlord also notes that a email from a Carpet Contractor dated January 7, 2020 shows..."I am quite clear with people that the only way to appropriately deal with urine is to dispose of the carpet and underlay., bactericide the floor with something like Pine-Sol, and then seal the floor with KILZ. But even doing all of that is still no guarantee you will remove the odour." The landlord has submitted a copy of the estimate of \$1,600.00 for replacement.

The landlord claims that the rental was also found dirty requiring cleaning and was littered with many items abandoned in the rental unit by the tenants. The landlord

submitted 51 photographs of the rental unit at the end of tenancy in conjunction with the completed condition inspection report dated July 13, 2018 for the move-in and the incomplete condition inspection report dated December 6, 2019 for the move-out by the landlord only. The landlord suffered the loss of \$921.45 for junk removal as shown in the submitted copy of the invoice dated January 13, 2020.

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 undisputed affirmed evidence of the landlord and find that the landlord has established a claim for the revised \$5,403.95. The landlord provided 51 photographs showing the condition of the rental unit at the end of tenancy in conjunction with the completed condition inspection report for the move-in and the incomplete condition inspection report for the move-out for comparison. The landlord also provided undisputed affirmed evidence in the form of invoices/estimates showing the cost incurred due to the cleaning and damaged required to make the rental unit re-rentable.

The landlord having been successful is also entitled to recovery of the \$100.00 filing fee. I authorize the landlord to retain the \$1,250.00 security and the \$1,250.00 pet damage deposits in partial satisfaction of this claim.

Conclusion

The landlord is granted a monetary order for \$3,003.95.

This order must be served upon the tenants. Should the tenants fail to comply with this order, this order may be filed in the Small Claims Division of the Provincial Court of British Columbia.

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 09, 2020

Residential Tenancy Branch