



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL-S, MNDL-S, FFL

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, made on November 14, 2019 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage and compensation;
- an order to retain the security deposit; and
- an order granting recovery of the filing fee.

The hearing was scheduled for 1:30pm on April 6, 2020 as a teleconference hearing. Only the Landlord appeared and provided affirmed testimony. No one appeared for the Tenant. The conference call line remained open and was monitored for 32 minutes before the call ended. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the Landlord and I were the only persons who had called into this teleconference.

The Landlord testified the Application and documentary evidence package was served to the Tenant by registered mail on November 23, 2019 to the forwarding address that the Tenant provided the Landlord. A copy of the Canada Post registered mail receipt was submitted in support. Based on the oral and written submissions of the Applicant, and in accordance with sections 89 and 90 of the *Act*, I find that the Tenant is deemed to have been served with the Application and documentary evidence on November 28, 2019, the fifth day after the registered mailing. The Tenant did not submit any documentary evidence in response to the Application.

The Landlord was 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 or compensation, pursuant to Section 67 of the *Act*?
2. Is the Landlord entitled to retaining the security deposit, pursuant to Section 38, and 72 of the *Act*?
3. Is the Landlord entitled to an order granting recovery of the filing fee, pursuant to Section 72 of the *Act*?

Background and Evidence

The Landlord testified that the tenancy began on September 1, 2018. During the tenancy, the Tenant was required to pay rent in the amount of \$1,200.00 to the Landlord on the first day of each month. The Tenant paid a security deposit in the amount of \$600.00 which the Landlord continues to hold. The Landlord stated that the tenancy ended on October 31, 2019.

The Landlord is claiming \$579.85 in relation to unpaid utility bills. The Landlord stated that it was a term of the tenancy agreement that the Tenant is responsible for paying the City utility bill. The Landlord stated that he received notification from the City that the utilities had not been paid from November 15, 2018 until the end of the tenancy on October 31, 2019. The Landlord stated that he paid the outstanding bill in the amount of \$579.85, however, is seeking reimbursement. The Landlord provided a copy of the bills in support.

The Landlord is claiming \$84.00 for lawn cutting services in September 2019. The Landlord stated that the Tenant was responsible for maintaining lawn cutting throughout the tenancy. The Landlord stated that the Tenant not fulfill this requirement. The Landlord stated that at the end of August 2019, he was required to employ a yard maintenance company to cut the lawn. The Landlord provided a copy of the receipt in support.

The Landlord stated that following the end of the tenancy, he noticed that there was a strong odour of urine throughout the rental unit. The Landlord stated that he purchased some cleaning supplies and carpet cleaner at a cost of \$75.03 to get rid of the foul odour. The Landlord stated that it seemed to work for two days, however, shortly after cleaning, the smell returned. The Landlord stated that he attempted to re-rent the rental unit to other occupants, however, each showing resulted in comments regarding to smell of urine.

The Landlord stated that he decided to replace the flooring which revealed urine stains on the underside of the carpets. The Landlord provided pictures in support. The Landlord stated that the carpets had been in good condition prior to the start of the tenancy. The Landlord stated that the cost of replacing the carpet in the rental unit was \$1,484.00. The cost of repairing the linoleum in the rental unit was \$525.00 with labour. The landlord provided a copy of the receipts in support.

Analysis

Based on the uncontested 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 Tenant. 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 Landlord is claiming \$579.85 in relation to unpaid utility bills. I find that the Landlord provided sufficient evidence to demonstrate that the utility bills were to be paid by the Tenant and that it was not included in the rent. As such, I find that the Landlord has established an entitlement to a monetary award in the amount of \$579.85.

The Landlord is claiming \$84.00 for lawn cutting services in August 2019. The Landlord stated that the Tenant was responsible for maintaining lawn cutting throughout the tenancy. The Landlord stated that the Tenant did not fulfill this requirement. The Landlord provided a copy of the receipt in support. I find that the Landlord has provided sufficient evidence to demonstrate an entitlement to \$84.00 to lawn cutting services.

The Landlord stated that following the end of the tenancy, he noticed that there was a strong odour of urine throughout the rental unit. The Landlord stated that he purchased some cleaning supplies and carpet cleaner at a cost of \$75.03 to get rid of the foul odour. The Landlord stated that it seemed to work for two days, however, shortly after cleaning, the smell returned. The Landlord provided sufficient evidence to support the cost of the cleaning supplies and is therefore entitled to compensation in the amount of \$75.03.

The Landlord stated that he decided to replace the flooring which revealed urine stains on the underside of the carpets. The Landlord provided pictures in support. The Landlord stated that the cost of replacing the carpet in the rental unit was \$1,484.00. The cost of repairing the linoleum in the rental unit was \$525.00 with labour. The landlord provided a copy of the receipts in support. I find that the Landlord provided sufficient evidence to demonstrate that the flooring was stained and required replacement. As such, I find that the Landlord is entitled to the replacement costs of the flooring.

In light of the above, I find the Landlord has established an entitlement to a monetary award in the amount of \$2,747.88. Having been successful, I also find the Landlord is entitled to recover the \$100.00 filing fee paid to make the Application. Further, I find it appropriate in the circumstances to order that the Landlord retain the security deposit held in partial satisfaction of the claim.

Pursuant to section 67 of the Act, I find the Landlord is entitled to a monetary order in the amount of \$2,247.88, which has been calculated as follows:

Claim	Amount
Unpaid Utility Bills:	\$579.85
Lawn Maintenance:	\$84.00
Cleaning Products:	\$75.03
Flooring:	\$2,009.00
Filing fee:	\$100.00
<i>LESS</i> security deposit:	-\$600.00)
TOTAL:	\$2,247.88

Conclusion

The Landlord is granted a monetary order in the amount of \$2,247.88. The monetary order should be served to the Tenant as soon as possible and 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: April 06, 2020

Residential Tenancy Branch