



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND-S, FF

Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (Act) for:

- compensation for alleged damage to the rental unit by the tenant;
- authority to keep the tenant's security deposit to use against a monetary award and
- recovery of the filing fee.

The landlord's agent (agent) attended the hearing; however, the tenant did not attend.

The agent stated they served the tenant with their Application for Dispute Resolution, evidence, and Notice of Hearing (application package) by registered mail on April 9, 2020. The landlord provided the Canada Post Customer Receipt containing the Tracking Number to confirm this mailing. That number is listed on the style of cause page in this Decision.

I accept the landlord's evidence that the tenant was served notice of this hearing in a manner complying with section 89(1) of the Act and the hearing proceeded in the tenant's absence.

The agent was provided the opportunity to present his evidence orally and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules). However, not all details of the parties' respective submissions and or arguments are reproduced here; further, only the

evidence specifically referenced by the parties and relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters-

The landlord submitted evidence which showed an increase in their monetary claim; however, the landlord mailed this evidence to the tenant on July 31, 2020, which did not allow for compliance with the Rule 3.14, which requires the applicant to serve any additional evidence so that it is received not less than 14 days before the hearing.

I have therefore not considered any additional monetary claim of the landlord. The hearing proceeded on the landlord's original monetary claim listed in their original monetary order worksheet.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation from the tenant, to keep the tenant's security deposit to use against a monetary award, and recovery of the filing fee?

Background and Evidence

The landlord submitted a written tenancy agreement showing a tenancy start date of March 1, 2018, a fixed term through February 28, 2019, monthly rent of \$1,250, due on the 1st day of the month, and a security deposit of \$625 being paid by the tenant to the landlord. The written tenancy agreement shows the tenancy would continue after the date of the fixed term, on a month-to-month basis.

The applicant submitted that since they filed their application, the tenancy has ended, when the tenant vacated the rental unit on May 31, 2020.

The landlord retained the tenant's security deposit, having made this claim against it.

The rental unit was in a strata-run condominium building. The agent submitted that the tenant was given a copy of the strata bylaws and signed a form K agreement at the start of the tenancy. The written tenancy agreement also showed that the tenant was to abide by the strata rules.

The landlord's monetary claim listed on their monetary order worksheet was \$742.45, consisting of \$492.45 for carpet cleaning services, \$200 in a strata fine, and another \$50 in a strata fine.

To support this claim, the agent submitted that the tenant obtained a dog during the tenancy, which violated the written tenancy agreement and the strata rules. The agent submitted that the tenant was issued warning letters to have the dog removed, but she failed to do so.

The agent submitted that the dog urinated on the common area carpets and the strata hired a cleaning company to clean the carpets in the hallway and staircases.

The landlord submitted a video and pictures of the tenant walking her dog, when the dog stopped and urinated.

The agent submitted that due to the unauthorized pet, the strata corporation fined the owner \$200.

The agent submitted that the strata corporation again fined the owner due to the tenant's violation of the security procedure rule. The agent submitted that the tenant tailgated another car into the parking garage, without waiting and using her gate access, as required.

The landlord's additional relevant evidence was a copy of the carpet cleaning invoice and the two strata fine letters.

The tenant did not attend the hearing and no evidence or submissions were provided by her.

Analysis

Under section 7(1) of the Act, if a landlord or tenant does not comply with the Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other party for damage or loss that results. Section 7(2) also requires that the claiming party do whatever is reasonable to minimize their loss. Under section 67 of the Act, an arbitrator may determine the amount of the damage or loss resulting from that party not complying with the Act, the regulations or a tenancy agreement, and order that party to pay compensation to the other party. The claiming party has the burden of proof to substantiate their claim on a balance of probabilities.

At the hearing, the landlord's agent explained that the owner had incurred a loss as the result of the tenant's breach of the written tenancy agreement. The agent said that the tenant obtained a pet in violation of the no-pet clause, and the dog damaged the common area carpets when it urinated on them. The strata corporation hired a carpet cleaning company and assessed those costs to the owner.

In addition, the agent explained that the tenant violated the strata rules, in violation of the tenancy agreement, causing fines to be assessed to the owner.

I find the landlord submitted sufficient evidence through undisputed testimony and evidence to establish a monetary claim of \$492.45 for carpet cleaning, \$200 for one strata fine, and \$50 for another strata fine, as described on their original monetary order worksheet, for a total of \$742.45.

I award the landlord recovery of their filing fee of \$100.

Conclusion

The landlord established a monetary claim of \$842.45, which included the filing fee of \$100.

Pursuant to section 72(2) of the Act, I authorize the landlord to retain the tenant's security deposit of \$625 in partial satisfaction of this monetary claim. I grant the landlord a monetary order for the balance due, in the amount of \$217.45.

In the event the tenant does not voluntarily comply with this Order, it may be served on the tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

The tenant is cautioned that costs of enforcement are recoverable from the tenant.

The landlord is at liberty to make an application for the additional claims not considered in this application.

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: August 14, 2020

Residential Tenancy Branch