



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, MNRL-S, MNDCL-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 the filing fee for this application from the tenant pursuant to section 72.

The landlord attended the hearing via conference call and provided undisputed testimony. The tenant did not attend or submit any documentary evidence. The landlord stated that the tenant was served with the notice of hearing package and the submitted documentary evidence via email on 11, 2020. The landlord submitted a copy of the email dated June 11, 2020 listing the attachments. I accept the undisputed affirmed testimony of the landlord and find that the tenant was sufficiently 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 damage, 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 April 15, 2019 on a fixed term tenancy ending on July 31, 2020 as per the submitted copy of the signed tenancy agreement dated April 4, 2020. The monthly rent was \$4,100.00 payable on the 1st day of each month. A security deposit of \$2,050.00 and a pet damage deposit of \$2,050.00 were paid. The landlord also stated that a condition inspection report for the move-in (April 15, 2019) and the move-out (July 15, 2020) were completed by both parties.

The landlord seeks a monetary claim of \$3,792.07 which consists of:

\$2,321.82	Unpaid/Loss of Rent, \$1,503.33
	Unpaid Utilities, \$704.20
	Unpaid Utilities, \$114.29
\$672.00	Damaged Kitchen Booth, Cat Scratched
\$698.25	Mold Inspection Fee
\$3,692.07	Sub-Total
\$100.00	Filing Fee
\$3,792.07	Total

The landlord stated that the tenant provided written notice dated April 30, 2020 to end the tenancy on May 1, 2020. The landlord claims that the tenant vacated the rental unit pre-maturely on May 31, 2020 before the end of the fixed term tenancy on July 31, 2020. The landlord claims that the tenant gave notice to end the tenancy stating that he must move out immediately due to mold found in the rental. The landlord stated that she was able to re-rent the unit for June 12, 2020 and seeks recovery of loss of rent for the 11 days of June 2020 for \$1,503.33.

The landlord stated that the tenant failed to pay utilities of \$704.20 for a water bill for the period January 1 to March 31, 2020. The landlord submitted copies of the water bill as confirmation. The landlord also seeks recovery of \$114.20 for unpaid utilities for the period June 1 to 11 at an estimated pro-rated amount based upon \$4.88/day.

The landlord seeks compensation of \$672.00 for the estimated cost of reupholster a seat bench in the kitchen. The landlord claims that the tenant caused damaged from

his pet cat to the kitchen bench seat. The landlord has submitted two photographs of the damaged bench seat and an email estimate for the repair work.

The landlord seeks \$698.25 for the cost of a mold inspection fee. The landlord claims that the reason to end the tenancy given by the tenant was mold found in the rental unit. The landlord stated that on May 3, 2020 the landlord gave notice and scheduled a two certified home mold inspectors to inspect the rental. The landlord stated that she was advised via email that the tenant had contracted Covid and were self quarantining. The landlord because of the tenant's reason for ending the tenancy had Fungal Inspection and Moisture Survey of the rental property at a cost of \$698.25. The landlord stated that the tenant's test results (from San Antonio, Texas) were contradicted by the landlord's own certified mold inspectors. The landlord stated that the results for the rental property were "Clearance from Mould Contamination". The landlord stated that a copy of the tenant's report was given to the inspector and a finding was made that the tenant's report was "incomplete and inconclusive" for mould. The landlord stated that because of this the landlord it out of pocket for the mould inspection report fee.

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 evidence of the landlord and find that a claim for \$3,692.07. The landlord submitted a completed condition inspection report completed by both parties for both the move-in and the move-out. The Report shows a notation that there was no damage to the kitchen bench seat and that a bench seat was noted as damaged. The landlord also submitted 2 photographs showing the damage. The landlord provided invoices for the noted periods for unpaid utilities, the paid mould inspection fee, the email estimate for reupholstering the bench seat and the pro-rated amount for ending the tenancy pre-maturely before the end of the fixed term.

The landlord having been successful is also entitled to recovery of the \$100.00 filing fee.

I authorize the landlord to retain \$3,792.07 from the currently held \$2,050.00 security and the \$2,050.00 pet damage deposits in satisfaction of this claim. The tenant is granted a monetary order for the difference.

Conclusion

The tenant is granted a monetary order of \$307.93.

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: October 05, 2020

Residential Tenancy Branch