



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC MNSD FF

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held, by teleconference, on February 28, 2022. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage to the unit, for damage or loss under the Act; and,
- authorization to retain all or a portion of the Tenants' security deposit in partial satisfaction of the monetary order requested pursuant to section 38.

The Landlord attended the hearing. However, the Tenants did not. The Landlord testified that she sent the Notice of Hearing and evidence package to each of the Tenants by registered mail on September 3, 2021. Proof of mailing was provided. Pursuant to section 89 and 90 of the Act, I find the Tenants are deemed served with these packages 5 days after they were mailed on September 8, 2021.

The Landlord was provided the 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. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

The Landlord stated that she is not seeking the recovery of the filing fee she paid. As such, I amend the application accordingly.

Issues to be Decided

- Is the Landlord entitled to a monetary order for damage to the unit or for damage or loss under the Act?
- Is the Landlord authorized to retain all or a portion of the Tenant's security and pet deposit in partial satisfaction of the monetary order requested pursuant to section 38?

Background and Evidence

The Landlord stated that monthly rent was set at \$2,100.00 and was due on the first of the month. The Landlord collected a security deposit of \$1,050.00, and a pet deposit of \$500.00. The Landlord stated that she returned \$662.25 to the Tenants, and kept \$887.75 for the items laid out of her worksheet.

The Landlord stated that the Tenants abandoned the rental unit on July 23, 2021, and did not give notice. The Landlord stated that a move-in condition inspection report was completed. A move-out condition inspection was completed but it was done in the absence of the Tenants because they abandoned the rental unit, and declined to attend any meeting.

The Landlord is seeking the following items:

- 1) \$50.89 – Baseboard repair

The Landlord stated the Tenants used large amounts of water to clean the floors in the house, and caused the baseboards to warp and become damaged. The Landlord provided photos of the damage, as well as a receipt for the material cost to replace baseboard sections in the stairwell area, the bedroom and the bathroom. The Landlord testified that the baseboards were in great shape at the start of the tenancy.

- 2) \$59.10 – Blind replacement

The Landlord stated that the Tenants damaged the mechanism in the blind in the "front room", and the blind was no longer able to open and close. The Landlord stated that it was from misuse and was visibly damaged. The Landlord provided photos, receipts and condition inspection reports to show that the damage was caused by the Tenants, and what the costs were.

3) \$262.50 – Carpet Cleaning

The Landlord explained that the Tenants had a cat, and they used the carpeted stairs as a litterbox area. As a result, the carpets had a heavy smell of cat urine, which the Tenants failed to clean up. The Landlord stated she hired a carpet cleaner to clean the carpets, but ultimately, they were unsalvageable. The Landlord provided photos of the carpets/affected area, receipt for cleaning, and the inspection report.

4) \$515.26 – Fortis BC, BC Hydro, and municipal Water utility fees

The Landlord explained that the above noted utilities are in the Landlord's name, and the Tenants are responsible for 60% of these utilities. The Landlord provided copies of the utility bills, as well as a breakdown of the per diem calculations to show the Tenants failed to pay for the last several months of the tenancy. The Landlord provided a copy of the tenancy agreement and the detailed breakdown showing the Tenants are responsible for this amount.

Analysis

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 in sections 7 and 67 of the *Act*. Accordingly, 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 whatever was reasonable to minimize the damage or loss.

Based on all of the above, the undisputed evidence and testimony, and on a balance of probabilities, I find the evidence before me sufficiently demonstrates that the Tenants caused damage to the blinds, the baseboards and the carpets (items 1-3 above). I also find the evidence before me sufficiently demonstrates that the Tenants failed to pay the outstanding utilities (Gas, Water, Electricity) they accrued up until the time they moved out. I find the Landlord has sufficiently demonstrated that the Tenants violated the *Act* and the Tenancy Agreement, that they suffered a loss, and also what the value of the loss is. I also find the Landlord's expenses are reasonable, and that damages were sufficiently mitigated. I award all items on the Landlord's application, in full.

Further, section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlord was substantially successful with her application, I order the Tenants to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

Also, pursuant to sections 72 of the *Act*, I authorize that the remaining security and pet deposit, currently held by the Landlord, be kept and used to offset the amount owed by the Tenant. I note the Landlord has returned \$662.25 and still retains \$887.75. In summary, I find the Landlord is not owed any further compensation, as laid out below:

Claim	Amount
Total of items listed above	\$887.75
Less: Remaining Security and pet Deposit currently held by Landlord	(\$887.75)
TOTAL:	\$0

Conclusion

The Landlord may retain the remaining security and pet deposit, in full satisfaction of her claim.

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: February 28, 2022

Residential Tenancy Branch