



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, MNDL-S, MNDCL, FFL

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, made on September 14, 2021. The Landlord applied for the following relief, pursuant to the Residential Tenancy Act (the Act):

- a monetary order for unpaid rent;
- a monetary order for the cost to repair damage that the Tenant, their pets, or their guests caused during the tenancy;
- a monetary order for compensation for monetary loss or other money owed;
- an order permitting the Landlord to retain the security deposit; and
- an order granting recovery of the filing fee.

The Landlord and the Tenant attended the hearing and provided affirmed testimony.

The Landlord testified that the Notice of Dispute Resolution Proceeding package was served on the Tenant by registered mail on September 25, 2021. Copies of Canada Post registered mail receipts confirming the date and time of purchase and including the tracking number were submitted in support. The Tenant acknowledged receipt and did not raise any issues with respect to service during the hearing. Pursuant to section 71 of the Act, I find these documents were sufficiently served for the purposes of the Act.

The Tenant did not submit documentary evidence in response to the Application.

The parties were 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 unpaid rent?
2. Is the Landlord entitled to a monetary order for the cost to repair damage that the Tenant, their pets, or their guests caused during the tenancy?
3. Is the Landlord entitled to a monetary order for compensation for monetary loss or other money owed?
4. Is the Landlord entitled to an order permitting the Landlord to retain the security deposit?
5. Is the Landlord entitled to an order granting recovery of the filing fee?

Background and Evidence

The parties agreed the tenancy began on September 1, 2020 and ended on August 31, 2021, although the Tenant testified that he moved out about a month earlier. Rent of \$2,400.00 per month was due on the first day of each month. The Tenants paid a security deposit of \$1,200.00, but \$400.00 has been retained by the Landlord pending the outcome of this hearing. A copy of the tenancy agreement and addendum was submitted into evidence.

The Landlord's claim is based on the assertion that only the Tenant named in the application owes the amounts claimed. The Landlord confirmed she has no claim against the other tenants named in the tenancy agreement because they have paid their "share" of these expenses.

The Landlord's claim is particularized in a Monetary Order Worksheet dated September 14, 2021, a copy of which was submitted into evidence.

First, the Landlord claimed \$105.00 for the cost to steam clean the carpeting in the rental unit. The Landlord testified that paragraph #14 of the addendum to the tenancy agreement requires the tenants to steam clean the carpets at the end of the tenancy. In support, the Landlord submitted a receipt for carpet cleaning for \$315.00 dated August 31, 2021.

In reply, the Tenant testified that he did not have the evidence in front of him but suggested that the term might have been written in and that he might not have signed the addendum. When it was pointed out that the term was type-written and that his signature appeared on the addendum, the Tenant no longer disputed this aspect of the claim.

Second, the Landlord claimed \$56.30 for unpaid BC Hydro costs. The Tenant did not dispute this aspect of the Landlord's claim.

Third, the Landlord claimed \$171.20 for unpaid water charges. The Tenant did not dispute this aspect of the Landlord's claim.

Fourth, the Landlord claimed \$50.00 for labour costs associated with cleaning the rental unit. This is based on a one-third share of the total cost of \$150.00 (6 hours x \$25.00 per hour). The Landlord testified the kitchen, bathroom, stove, and fridge needed to be cleaned at the end of the tenancy.

In reply, the Tenant testified that the rental unit was not clean when the tenants moved in. Further, the Tenant testified that the Landlord did come in to clean the rental unit about two weeks later. The Landlord did not dispute these assertions. The Tenant testified that he cleaned everything when he left a month before the other tenants.

Fifth, the Landlord claimed \$47.01 for the cost to replace a lock for the Tenant's main entrance door. The Landlord testified the Tenant did not return his key when he moved out. The Landlord testified the lock was changed for security reasons, not as a result of a request by the subsequent tenants. The Landlord submitted a receipt from The Home Depot for \$47.01 dated September 7, 2021.

In reply, the Tenant testified that he still has the key and can return it to the Landlord if required.

Sixth, the Landlord testified the Tenant's room needed to be painted at the end of the tenancy because of marks and hooks on the walls. The Landlord submitted a Sherwin-Williams receipt for \$102.15 dated September 7, 2021.

Seventh, the Landlord also claimed \$120.00 for the cost of labour to paint the Tenant's room (4 hours x \$30.00 per hour).

In reply to the painting costs, the Tenant testified that hooks on wall were there when he moved in. The Tenant also testified that he did not put anything on the walls that would damage the paint.

Eighth, the Landlord claimed \$83.50 as the Tenant's share of the cost to remove furniture from the rental unit. Specifically, the Landlord testified the tenants left a futon, a dining table, lamps, chairs, a loveseat, couches. The Landlord testified she paid \$250.00 for furniture to be removed and submitted a receipt in support.

In reply, the Tenant testified that previous tenants left the living room furniture. The Landlord agreed but submitted that the furniture should have been removed by the tenants at the end of the tenancy. The Tenant testified that he took what was his when moved out of the rental unit.

Ninth, the Landlord claimed \$800.00 for unpaid rent. The Tenant did not dispute this aspect of the Landlord's claim.

Tenth, the Landlord claimed \$5.90 for the cost to replace lightbulbs. The Tenant did not dispute this aspect of the Landlord's claim.

Finally, the Landlord seeks to recover the \$100.00 filing fee paid to make the application, and requests that the security deposit held be applied in partial satisfaction of the claim.

Analysis

Based on the affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 67 of the Act empowers the director 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 because 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.

With respect to the Landlord's claim for \$105.00 for the cost to steam clean the carpet in the rental unit, I find the Landlord is entitled to the amount claimed. This aspect of the Landlord's claim is supported by the tenancy agreement and a receipt for the cost incurred. The Landlord is granted a monetary award of \$105.00

With respect to the Landlord's claim for \$56.30 for unpaid BC Hydro costs, the Tenant did not dispute this aspect of the claim. The Landlord is granted a monetary award of \$56.30.

With respect to the Landlord's claim for \$171.20 for unpaid water charges, the Tenant did not dispute this aspect of the claim. The Landlord is granted a monetary award of \$171.20.

With respect to the Landlord's claim for \$50.00 for labour costs associated with cleaning the rental unit, I find there is insufficient evidence before me to confirm the condition of the rental unit at the end of the tenancy, such as photographs or a condition inspection report. As a result, I find I am unable to conclude that the Tenant violated the Act, regulations, or tenancy agreement. This aspect of the Landlord's claim is dismissed.

With respect to the Landlord's claim for \$47.01 for the cost to replace a lock for the rental unit door, I find there is insufficient evidence before me to grant the relief sought. While I accept that the Landlord replaced the lock because the Tenant did not return a key, I am not satisfied the Landlord was obligated to do so and that the cost should be borne by the Tenant. This aspect of the Landlord's claim is dismissed.

With respect to the Landlord's claims for \$102.15 for paint supplies and for \$120.00 for labour to paint the Tenant's bedroom, I find there is insufficient evidence before me to confirm the condition of the Tenant's bedroom walls at the beginning and end of the tenancy, such as photographs or a condition inspection report. As a result, I find I am unable to conclude that the Tenant violated the Act, regulations, or tenancy agreement. This aspect of the Landlord's claim is dismissed.

With respect to the Landlord's claim for \$83.50 for the cost to remove furniture, I find there is insufficient evidence before me to conclude that the tenants were obligated to remove furniture at the end of the tenancy that was provided by the Landlord at the beginning of the tenancy. As a result, I find I am unable to conclude that the Tenant violated the Act, regulations, or tenancy agreement. This aspect of the Landlord's claim is dismissed.

With respect to the Landlord's claim for \$800.00 for unpaid rent, the Tenant did not dispute this aspect of the claim. The Landlord is granted a monetary award of \$800.00.

With respect to the Landlord's claim for \$5.90 for the cost to replace lightbulbs, the Tenant did not dispute this aspect of the claim. The Landlord is granted a monetary award of \$5.90.

Having been successful, I find the Landlord is entitled to recover the \$100.00 filing fee paid to make the Application. I also order that the Landlord is entitled to retain what remains of the security deposit 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 \$838.40, which has been calculated as follows:

Claim	Allowed
Carpet cleaning:	\$105.00
BC Hydro:	\$56.30
Water charges:	\$171.20
Cleaning (labour):	\$0
Lock replacement:	\$0
Paint supplies:	\$0
Painting (labour):	\$0
Furniture removal:	\$0
Unpaid rent:	\$800.00
Lightbulb replacement:	\$5.90
Filing fee:	\$100.00
<i>LESS</i> security deposit:	(\$400.00)
TOTAL:	\$838.40

Conclusion

The Landlord is granted a monetary order in the amount of \$838.40. The order 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: May 27, 2022

Residential Tenancy Branch