



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MND, MNDC, MNR, MNSD, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss; for a monetary Order for damage to the rental unit; for a monetary Order for unpaid rent or utilities; to keep all or part of the security deposit; and to recover the fee for filing this Application for Dispute Resolution.

The female Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the Tenant via registered mail at the address noted on the Application, on July 04, 2011. She cited a Canada Post tracking number that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Act*, however the Tenant did not appear at the hearing.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to compensation for unpaid utilities; for compensation for damage to the rental unit; to retain all or part of the security deposit paid by the Tenant; and to recover the filing fee for the cost of this Application for Dispute Resolution.

Background and Evidence

The female Landlord stated that the Tenant moved into the main suite at this address on August 01, 2010; that the tenancy ended on June 30, 2011; that the Tenant was required to pay monthly rent of \$1,400.00 for the unit; and that the Tenant paid a security deposit of \$350.00 when she moved into a different unit in the same residential complex, which was transferred to this tenancy when the first tenancy ended.

The Landlord contends that the parties originally had an agreement that the Tenant would pay 100% of the hydro bill but they subsequently agreed that the Tenant would only be required to pay 75% of the bill, effective April 01, 2011. The Landlord submitted copies of emails in which the Landlord proposed a prorated payment plan to the Tenant and in which the Tenant agree to pay 75% of the hydro bill.

The Landlord originally claimed compensation, in the amount of \$123.69, for the Tenant's portion of the hydro bill for the billing period of May 11, 2011 and July 08, 2011, a copy of which was submitted in evidence. At the hearing the Landlord amended the claim to \$101.52, which is 75% of the bill.

The Landlord is seeking compensation, in the amount of \$125.00, to repair a bleach stain on the carpet. The female Landlord stated that the carpet was installed shortly before this tenancy began and that there was a bleach stain on it at the end of the tenancy. The Landlord submitted a receipt to show that \$125.00 was paid to repair the stain.

The Landlord is seeking compensation, in the amount of \$15.07, to dispose of property left in the rental unit. The male Landlord stated that they removed a trailer load of personal items from the rental unit. The Landlord submitted photographs to corroborate the testimony that personal property was left in the rental unit. The Landlord submitted a receipt to show that \$15.07 was paid to dispose of property.

The Landlord is seeking compensation, in the amount of \$27.99, to replace a smoke detector. The male Landlord stated that there was a smoke detector in the rental unit at the start of the tenancy which was missing at the end of the tenancy. The Landlord submitted a photograph that corroborates this testimony. The Landlord submitted a receipt to show that \$24.99 plus tax was paid to purchase a smoke detector.

The Landlord is seeking compensation, in the amount of \$25.00, to replace a broken glass refrigerator drawer. The female Landlord stated that the drawer was intact at the start of the tenancy but was broken at the end of the tenancy. The Landlord submitted a photograph that corroborates this testimony. The female Landlord stated they have not yet been able to locate a replacement drawer but a used parts store has estimated the replacement cost to be \$25.00.

The Landlord is seeking compensation, in the amount of \$30.22, to replace a humidity controller. The male Landlord stated that the humidity controller in one of the bathrooms was broken during the tenancy. The Landlord submitted a photograph that corroborates this testimony. The Landlord submitted an internet advertisement that a replacement controller could be purchased at a local store for \$26.98 plus tax. The male Landlord stated that the broken humidity controller was replaced with this item.

The Landlord is seeking compensation, in the amount of \$134.40, to clean the carpet. The female Landlord stated that the carpet was not cleaned at the end of the tenancy. The Landlord submitted a receipt to show that \$134.40 was paid to clean the carpet.

Analysis

When making a claim for damages under a tenancy agreement or the *Act*, the party making the claim has the burden of proving their claim. Proving a claim in damages includes establishing that a damage or loss occurred; that the damage or loss was the result of a breach of the tenancy agreement or *Act*; establishing the amount of the loss or damage; and establishing that the party claiming damages took reasonable steps to mitigate their loss.

On the basis of the evidence presented at the hearing and in the absence of evidence to the contrary, I find that the Tenant is obligated to pay 75% of the hydro expenses incurred during this tenancy. As the Tenant only occupied the rental unit for 51 of the 59 day billing period between May 11, 2011 and July 08, 2011, I find that they are only required to pay 75% of 51/59 of the bill. 51/59 of the hydro bill submitted in evidence is \$117.00. I therefore find that the Tenant must pay 75% of these costs, which is \$87.75.

On the basis of the evidence presented at the hearing and in the absence of evidence to the contrary, I find the Tenant failed to comply with section 37(2) of the *Act* when she failed to repair a bleach stain on the carpet. I therefore find that the Tenant must pay the Landlord for the cost of repairing the stain, which was \$125.00.

On the basis of the evidence presented at the hearing and in the absence of evidence to the contrary, I find the Tenant failed to comply with section 37(2) of the *Act* when she failed to remove all of her personal property from the rental unit. I therefore find that the Tenant must pay the Landlord for the cost of disposing of the property, which was \$15.07.

On the basis of the evidence presented at the hearing and in the absence of evidence to the contrary, I find the Tenant failed to comply with section 37(2) of the *Act* when she failed to leave a smoke detector in the rental unit. I therefore find that the Tenant must pay the Landlord for the cost of replacing the smoke detector, which was \$24.99 plus tax of \$2.99.

On the basis of the evidence presented at the hearing and in the absence of evidence to the contrary, I find the Tenant failed to comply with section 37(2) of the *Act* when she failed to repair or replace a refrigerator drawer that was broken during the tenancy. Although the Landlord has not established that it will cost \$25.00 to replace the drawer, I find that the damage has reduced the value of the fridge by \$25.00 and that the Tenant is entitled to compensation in this amount.

On the basis of the evidence presented at the hearing and in the absence of evidence to the contrary, I find the Tenant failed to comply with section 37(2) of the *Act* when she failed to repair or replace the humidity controller that was broken during the tenancy. I therefore find that the Tenant must pay the Landlord for the cost of replacing the item, which was \$26.98 plus tax of \$3.23.

On the basis of the evidence presented at the hearing and in the absence of evidence to the contrary, I find the Tenant failed to comply with section 37(2) of the *Act* when she failed to clean the carpet at the end of the tenancy. I therefore find that the Tenant must pay the Landlord for the cost of cleaning the carpet, which was \$134.40.

I find that the Landlord's application has merit, and I find that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$495.41, which is comprised of \$87.75 for unpaid utilities, \$357.66 in damages, and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution.

Pursuant to section 72(2), I authorize the landlord to retain the Tenant's security deposit of \$350.00 in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the remaining amount of \$145.41. In the event that the Tenant does not 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.

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 17, 2011.

Residential Tenancy Branch