



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord

The landlord testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on March 28, 2013 to the forwarding address provided by the tenant on March 27, 2013 in accordance with Section 89. As per Section 90, the documents are deemed received by the tenant on the 5<sup>th</sup> day after it was mailed.

Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid utilities; for strata fines; for damage to the rental unit; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Act*.

### Background and Evidence

The landlord provided a copy of a tenancy agreement signed by the parties on January 3, 2012 for a 6 month fixed term tenancy beginning on February 1, 2012 that converted to a month to month tenancy on July 31, 2012 for a monthly rent of \$1,750.00 due on the 1<sup>st</sup> of each month with a security deposit of \$875.00 paid. The landlord testified the tenancy ended on February 28, 2013.

The landlord testified he had arranged to exchange keys with the tenant on February 28, 2013 and at that time he would do the move out condition inspection. The landlord testified that when he arrived the tenant had not completed any carpet cleaning and so

the landlord went and rented a carpet cleaner and while he was using it the tenant left and did not participate in the move out condition inspection. Despite additional attempts to have the tenant return to complete and inspection when the tenant did attend the tenant would not sign the form as he felt it was too long after the end of the tenancy.

The landlord seeks compensation for fines levied against the landlord by the strata as a result of noise complaints on at least 4 occasions against the tenant. The total amount of fines against the landlord for noise complaints during the tenancy was \$650.00. The landlord has provided documentation from the strata confirming these fines.

The landlord also seeks to recover the unpaid utilities for residential heating and water costs in the amount of \$393.52. The landlord has provided bills to confirm the amounts and consumption. The tenancy agreement stipulates that utilities are not included in the rent.

The landlord also seeks compensation for steam cleaning the carpets for both the cost of the rental of the machine and his own labour costs in the amount of \$161.58, receipts were provided. The landlord seeks compensation for the replacement of door handle recorded as damaged in the Condition Inspection Report with receipts provided in the amount of \$88.46.

The landlord seeks compensation for replacement costs of the following items not returned by the tenant: a cable phone modem in the amount of \$99.68 and a parking pass in the amount of \$20.00. The landlord seeks costs of \$35.00 for registered mail for service of documents related to this claim.

The landlord testified that he still holds the security deposit and a key deposit of \$50.00 for the use of the elevator from when the tenant moved into the rental unit.

### Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

Based on the undisputed testimony of the landlord I find the landlord is entitled to compensation for strata fines and utilities as outlined in his claim.

Section 37 of the *Act* requires a tenant who is vacating a rental unit to leave the unit reasonably clean, and undamaged except for reasonable wear and tear, and give the

landlord all keys or other means of access that are in the possession and control of the tenant and that allow access to and within the residential property.

Based on the documentary evidence provided by the landlord recording the condition of the rental unit and as there is no evidence or testimony to dispute these conditions I accept the landlord has established that he has suffered a loss for carpet cleaning; door handle replacement; cable phone modem; and the parking pass.

As to the costs incurred by the landlord for registered mail, I find these to be costs not allowed for recovery under the *Act* and I dismiss this portion of his claim.

### Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,463.24** comprised of \$650.00 strata fines owed; \$393.52 utilities owed; \$369.72 cleaning, repairs and replacements; and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit held in the amount of \$875.00 and the \$50.00 key deposit in partial satisfaction of this claim. I grant a monetary order in the amount of **\$538.24**.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: June 24, 2013

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Residential Tenancy Branch

