



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF

### Introduction

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

The hearing was conducted via teleconference and was attended by the landlord and her agent.

The landlord testified each 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)* personally on February 13, 2014 in accordance with Section 89 and that this service was witnessed by a third party.

The landlord also testified that each tenant was served with the landlord's amended Application for Dispute Resolution by registered mail on March 17, 2014 to the forwarding address provided by the tenants on March 4, 2014.

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

At the outset of the hearing the landlord testified the tenants vacated the rental unit on or before February 18, 2014 and as such she no longer requires an order of possession. I amend the landlord's Application to exclude the matter of possession.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for damage to the rental unit; for all or part of the pet damage deposit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The landlord submitted the tenancy began as a 1 year fixed term tenancy beginning on December 1, 2013 for the monthly rent of \$1,595.00 due on the 1<sup>st</sup> of each month and a pet damage deposit of \$400.00 was paid. The landlord testified the tenants had provided a cheque for the security deposit of \$800.00 but that it was returned as insufficient funds.

The landlord provided into evidence a copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on February 2, 2014 with an effective vacancy date of February 11 due to \$2,395.00 in unpaid rent. The landlord testified that the tenants have not paid any rent since receiving the Notice.

The landlord also submits that after the tenants did eventually move out they refused to participate in the move out condition inspection. The landlord submitted into evidence a Condition Inspection Report recording the condition of the unit at the start and the end of the tenancy.

The landlord submits that the tenant's dog caused damage to the flooring in the rental unit that has cost the landlord \$840.00 to repair; that the tenants had clearly had some kind of fire in the unit which resulted in damage in excess of \$457.00; and that the tenants failed to return the keys to the rental unit and as such the landlord had to hire a locksmith at a cost of \$137.86.

The landlord has provided invoices and receipts for all claims made.

### 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 landlord's undisputed testimony, I find the tenants failed to pay rent in full for the months of January and February 2014 and the landlord is entitled to be paid the amount claim for this loss of \$2,395.00.

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 landlord's undisputed testimony and evidence I find the tenant's failed to fulfil their obligations under Section 37 of leaving the rental unit undamaged and returning the keys to the unit. I find that some of that damage, specifically the flooring damage, was caused by the tenants' pet. I also accept the landlord has established the value of the loss suffered by this failure on the part of the tenants. Therefore, I find the landlord is entitled to compensation claim in the amounts sought.

A pet damage deposit is defined in Section 1 of the *Act* as money paid by a tenant to a landlord that is to be held as security for damage to the residential property caused by a pet. As I have found that at least some of the damage, valuing more than the pet damage deposit held, was caused by the tenants' pet I order the landlord may retain the pet damage deposit.

### Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$3,879.86** comprised of \$2,395.00 rent owed; \$840.00 flooring repairs; \$457.00 repairs due to fire; \$137.86 for re-keying; and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the pet damage deposit held in the amount of \$400.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$3,479.86**.

This order must be served on the tenants. If the tenants fail 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: April 03, 2014

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Residential Tenancy Branch

