

DECISION

Dispute Codes: *MNDC, MNR, MNSD, FF*

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order to recover unpaid rent, the costs of cleaning the rental unit and for the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Has the landlord established a claim for unpaid rent, costs incurred to clean the rental unit and for the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The tenancy started on September 01, 2008 and ended on May 17, 2009. The rent was \$860.00 due in advance on the first day of each month. The tenant paid a security deposit in the amount of \$430.00. The landlord filed a copy of the signed tenancy agreement which contains a clause that states that a late fee of \$25.00 will be levied for rent received after the due date.

The tenant stated that he moved out on May 17, 2009 after he received a notice to end tenancy for non payment of rent. The tenant agreed that he had not paid rent for May, did not clean the unit prior to moving out and also left behind some unwanted furniture. The tenant disputed the landlord's claim for \$80.00 for a broken glass shelf in the refrigerator.

The landlord is claiming the following:

| | | |
|----|----------------------------------|----------|
| 1. | Cleaning | \$295.00 |
| 2. | Removal of furniture and garbage | \$100.00 |

| | | |
|----|--------------------------|-------------------|
| 3. | Refrigerator glass shelf | \$80.00 |
| 4. | Rent for May | \$860.00 |
| 5. | Late fee | \$25.00 |
| 6. | Filing fee | \$50.00 |
| | Total | \$1,410.00 |

Analysis

The tenant agreed that he owed the landlord for the cost of cleaning and garbage removal. The tenant also agreed that he had not paid rent for May. Therefore, I find that the landlord has established her claim for the cost of cleaning, removal of garbage, rent and the late fee.

Regarding the cost of replacing the glass shelf in the refrigerator, the tenant stated that he did not break the glass shelf. As explained to the parties during the hearing, the onus or burden of proof is on the party making a claim to prove the claim. When one party provides evidence of the facts in one way and the other party provides an equally probable explanation of the facts, without other evidence to support the claim, the party making the claim has not met the burden of proof, on a balance of probabilities, and the claim fails. In this case the landlord did not provide any other evidence to support her claim that the tenant was responsible for the broken glass shelf. Therefore the landlord's claim for \$80.00 to replace the shelf is dismissed.

Since the landlord has proven a major portion of her claim, I find that she is entitled to the recovery of the filing fee.

Over all, the landlord has established a claim of \$1,330.00.

I order that the landlord retain the security deposit of 430.00 and interest of \$2.15 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$897.85. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$897.85**.

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: July 19, 2010.

Dispute Resolution Officer