



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MND, MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for monetary orders for compensation under the Act and the tenancy agreement, for damage to the rental unit, for unpaid rent or utilities, to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

Although duly served with the Application for Dispute Resolution and Notice of Hearing by registered mail, sent on April 26, 2010, and deemed under the Act to be received five days later, the Tenant did not appear. I find the Tenant has been duly served in accordance with the Act.

An Agent for the Landlord appeared, gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

### Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenant?

### Background and Evidence

The affirmed testimony of the Agent for the Landlord was that the Tenant provided a notice to the Landlord by telephone on March 18, 2010, that she was leaving the rental unit on March 31, 2010.

The Tenant vacated the property, however, the Landlord is claiming for unpaid rent and the costs to clean and repair the rental unit due to the condition it was left in by the Tenant. I note the Landlord had forgiven April 2010 rent due from the Tenant.

The Landlord claims as follows:

a.	Balance of rent due on March 31, 2010	562.00
c.	Venetian blind repairs	55.00
d.	Door stops, shower and other minor repairs	93.00
e.	Heat register	10.00
f.	Cleaning stove, mirrors and interior windows	100.00
g.	Painting bedroom and touchups	240.00
h.	Replace hose and sprinkler	64.94
i.	Filing fee	50.00
	<b>Total claimed</b>	<b>\$1,307.70</b>

### Analysis

Based on the above, the testimony and evidence, and a balance of probabilities, I find Tenant has breached the Act by failing to pay rent when due.

I further find the Landlord had insufficient evidence to prove the Tenant did not clean or make necessary repairs to the rental unit, or replace items, and dismiss those portions of the Landlord's claim.

In a claim for damage or loss under the Act or tenancy agreement, the Applicant has the burden of proof to establish their claim on the civil standard, that is, based on a balance of probabilities.

To prove a loss and have the Respondent pay for the loss requires the Applicant to prove four different elements:

First proof that the damage or loss exists, secondly, that the damage or loss occurred due to the actions or neglect of the Respondent in violation of the Act or agreement, thirdly, to establish the actual amount required to compensate for the claimed loss or to repair the damage, and lastly proof that the Applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

While I accept the evidence of the Agent for the Landlord on the issue of unpaid rent, the Landlord did not provide copies of condition inspection reports, photographs, invoices or receipts, or other evidence to prove that any damage to the rental unit or any other loss existed or that the actions of the Tenant led to the loss.

Therefore, I find the Landlord has established a total claim of **\$612.00**, comprised of the unpaid rent and the \$50.00 fee paid for this application.

I order that the Landlord retain the deposit of **\$562.50** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$49.50**.

This order may be filed in the Provincial Court (Small Claims) 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: September 08, 2010.

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Dispute Resolution Officer