

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing dealt with an application by the landlord pursuant to section 67 of the *Residential Tenancy Act* (the *Act*) for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement and for recovery of the filing fee for this application from the tenant pursuant to section 72.

This hearing was originally scheduled for September 16, 2010. On that date, the landlord attended and agreed to the tenant's request for an adjournment as the tenant was attending a celebration of life ceremony for her recently deceased sister in the United Kingdom. I adjourned the September 16, 2010 hearing to a date to be determined later.

When this hearing was reconvened on October 22, 2010, both parties attended and were given a full opportunity to be heard, to present evidence and to make submissions. The landlord testified that she gave the tenant a copy of the landlord's application for dispute resolution by registered mail on June 4, 2010. The tenant confirmed that she received this mailing. I am satisfied that the landlord served these documents in accordance with the *Act*.

Issues(s) to be Decided

Is the landlord entitled to a monetary Order for damage or loss that occurred as a result of this tenancy? Is the landlord entitled to recovery of the filing fee for this application from the tenant?

Background and Evidence

This tenancy commenced on July 1, 2006 as a one-year fixed term tenancy. The tenancy continued on July 1, 2007 as a month-to-month tenancy. Monthly rent was set

at \$820.00 plus parking by the end of this tenancy. The tenant's \$400.00 security deposit plus interest has been returned to the tenant.

The parties submitted a copy of a joint move-in condition inspection of July 1, 2006. They also submitted a copy of the joint move-out condition inspection report prepared on April 30, 2010. Although the tenant signed that report, she noted that she did not agree with the content of the report.

The landlord submitted a copy of a May 4, 2010 letter to the tenant outlining the reasons why the landlord was seeking recovery of the following amounts from the tenant for cleaning and repairs necessary when the tenant vacated the rental premises on April 30, 2010.

Item	Amount
Cleaning – 5 hours @ \$20.00 per hour	\$100.00
Professional Carpet Cleaning	78.75
Replacement of 1 Cracked Mirror Panel	178.50
Total Monetary Award Requested	\$357.25

As the landlord was unsuccessful in obtaining compensation for these expenses from the tenant, the landlord filed an application for dispute resolution for these items. The landlord also requested recovery of the \$50.00 filing fee for this application.

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, a Dispute Resolution Officer may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

The landlord said that she had receipts for the cleaning costs and the repairs to the mirror in the living room and that these were provided to the tenant after the tenancy ended. The tenant denied having received these receipts. The landlord did not submit these receipts into evidence.

Although no receipts were submitted by the landlord, she did enter written evidence as to the actual amounts spent in cleaning and repairing damage after this tenancy ended. Based on the written and photographic evidence and the oral testimony, I accept the landlord's claim that additional cleaning was required at the end of this tenancy. However, I limit the landlord's claim for cleaning to 3 hours as I accept the tenant's evidence regarding some of the problems she experienced with mould and other issues she attributed to the landlord. I allow a monetary award of \$60.00 for cleaning.

The tenancy agreement required the tenant to have the rental premises professionally steam cleaned at the end of her tenancy. Although she said that she had her own steam cleaner and did this work herself, she did not dispute the landlord's claim that she did not comply with this provision of the tenancy agreement. Based on the evidence presented, I allow the landlord's claim for \$78.75 for professional steam cleaning of the rental premises.

The tenant did not deny that the living room mirror became cracked during her tenancy. However, she testified that this resulted from an inability of the landlord to conduct proper repairs to the sliding door where the mirror was situated. The tenant testified that she called the landlord's building manager approximately twenty times during the course of her tenancy to repair the living room sliding door and the damage occurred as a result of deficiencies in the sliding track for this door. The landlord had no direct knowledge of these calls, but said that the landlord's practice is to conduct repairs promptly and correctly once concerns are raised by tenants.

The tenant admitted that the mirror was cracked during her tenancy and I accept that the landlord needed to repair this item before the rental premises could be re-rented.

However, in the absence of a receipt for the replacement of this item and in view of the tenant's evidence regarding the problems she encountered with the sliding door, I reduce the amount of the monetary award to half that requested by the landlord. I allow the landlord \$89.25 for replacement of the living room mirror ($\$178.50 \times 50\% = \89.25).

As the landlord's application has been partially successful, I allow the landlord to recover half the filing fees for this application, a monetary award of \$25.00.

Conclusion

I issue the landlord a monetary Order in the amount of \$253.00, as set out below:

Item	Amount
Cleaning – 3 hours @ \$20.00 per hour	\$60.00
Professional Carpet Cleaning	78.75
Mirror Panel	89.25
Recovery of half of Filing Fee	25.00
Total Monetary Order	\$253.00

The landlord is provided with these Orders in the above terms and the tenant must be served with a copy of these Orders as soon as possible. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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*.