



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

Dispute Codes      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's agent. The tenant did not attend.

The landlord provided documentary evidence confirming the tenant was served with notice of this hearing via registered mail on August 19, 2010. Section 90 of the Act stipulates that documents served by registered mail are deemed to be received by the respondent 5 days after being mailed.

I find the tenant has been served in accordance with the *Residential Tenancy Act (Act)* for the purposes of this hearing.

### Issues(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid compensation for loss or damages under the *Act*, regulation or tenancy agreement; 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 38, 67, and 72 of the *Act*.

### Background and Evidence

The landlord provided the following documents into evidence:

- A copy of a tenancy agreement signed by the parties on December 14, 2007 for a month to month tenancy beginning on January 1, 2008 for a monthly rent of \$1,250.00 due on the 1<sup>st</sup> of the month, with a security deposit of \$625.00 paid on December 14, 2007;

- A summary of issues document dated August 16, 2010 including noting the tenancy ended on July 31, 2010;
- A copy of a letter dated August 13, 2010 advising the tenant of charges the landlord intends to claim against the security deposit and noting the charges exceed the security deposit and requesting the tenant pay the landlord the balance; and
- Copies of receipts for cleaning; carpet cleaning; pest control; garbage removal.

The landlord's monetary claim is as follows:

Description	Amount
Pest Control – de-fleaing	\$280.00
Cleaning - 11 hours	\$198.00
Carpet Cleaning – one room	\$84.00
Garbage removal	\$216.69
<b>Total</b>	<b>\$778.69</b>

### Analysis

To be successful in a claim for compensation for loss and damages resulting from a violation of the *Act*, regulation or tenancy agreement, the party making the claim must provide sufficient evidence to establish the following four points:

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

Section 37 of the *Act* requires the tenant who is vacating a rental unit to leave it reasonably clean, and undamaged, except for reasonable wear and tear. In the absence of any contrary testimony from the tenant, I accept the landlord testimony and evidence regarding the condition of the rental unit and the costs associated with cleaning the rental unit.

I therefore find that a loss exists, that it results from the tenant's failure to comply with Section 37 of the *Act* and that the landlord has established the value of that loss to be \$778.69. As the tenant failed to participate in the move out inspection once the property

was vacated I find the tenant impeded the landlord's ability to take any steps to mitigate the losses suffered by the landlord.

### Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$828.69** comprised of \$778.69 compensation and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$634.84 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$193.85**. This order must be served on the tenant and 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: November 1, 2010.

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Dispute Resolution Officer