



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MNSD, MNR, MNDC, MND, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee.

Although served with the Application for Dispute Resolution and Notice of Hearing on August 25, 2010, the Tenants did not appear.

The Landlord appeared, gave affirmed testimony and was provided the opportunity to present her evidence orally and in written and documentary form, and make submissions to me.

### Issue(s) to be Decided

Have the Tenants breached the Act or tenancy agreement, entitling the Landlord to an Order for monetary relief?

### Background and Evidence

This tenancy began on April 1, 2009, and ended at some point in June 2010, when the Tenants abandoned the rental unit without notice. The monthly rent of \$1,200.00 was payable on the first day of the month and a security deposit of \$600.00 was paid on April 1, 2009.

The Landlord supplied evidence and gave affirmed testimony that the Tenants damaged the rental unit during the tenancy, for which she is seeking a monetary order for loss or damage under the Act. The evidence supplied by the Landlord was photos of the rental unit after the Tenants' abandonment.

The Landlord has claimed the amount of \$2,011.98 which includes damage repair, cleaning, rekeying the lock, junk removal, a new door, deodorizer and costs associated with a small claims action unrelated to this Application. Additionally the Landlord is also requesting half a month's rent for August 1-15, 2010.

### Analysis

Based on the foregoing testimony and evidence, and on a balance of probabilities, I find as follows:

When making a claim for damages under a tenancy agreement or the *Act*, the party making the allegations has the burden of proving their claim. Proving a claim in damages requires that it be established that the damage or loss occurred, that the damage or loss was a result of a breach of the tenancy agreement or *Act*, verification of the actual loss or damage claimed and proof that the party took all reasonable measures to mitigate their loss.

I find that the Landlord has established that the Tenants damaged the rental unit to a great extent through the photos, but has not proven a specific amount of damages with receipts or invoices. Therefore I find that the Landlord has not met the third part of the burden of proving damages.

Residential Tenancy Branch policy suggests that a dispute resolution officer may, however, award “nominal damages”, which are a minimal award. These damages may be awarded where there has been no significant loss or no significant loss has been proven, but they are an affirmation that there has been an infraction of a legal right. I have considered nominal damages in relation to some of the compensation claimed by the Landlord.

In this case, I find the Landlord has not proven a specific amount of damages, but is entitled to an award of nominal damages. I find that the Landlord was quite reasonable in her cost assessment in relation to the photographic evidence depicting the state of the rental unit and should be compensated in the amount of **\$600.00**, which includes \$200.00 for drywall repair, \$150.00 for carpet cleaning, \$100.00 for rekeying the lock, \$50.00 for junk removal \$50.00 for deck paint and \$50.00 for the filing fee.

I order that the Landlord retain the security deposit of **\$600.00** in satisfaction of the claim.

### Conclusion

The Landlord may keep the security deposit in satisfaction of the claim.

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 09, 2010.

---

Dispute Resolution Officer