



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNR, MNDC, MND, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order for damage to the unit, for money owed or compensation for damage or loss under the Act and to recover the filing fee.

The Landlord served the Tenant with the Application for Dispute Resolution and Notice of Hearing on July 2, 2010, by registered mail to the address at which he resides. The Tenant did not claim the package, but I accept he knew what was in the registered mail and was properly served Notice of the Hearing.

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

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

Background and Evidence

This tenancy began on June 1, 2009, and ended on May 31, 2010. 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 May 21, 2009.

The Landlord testified and supplied photos of damage to and of the unclean state of the rental unit and invoices and receipts for the repair, cleaning and replacement of the various items needed to be replaced. The Landlord also testified that she lost rent due to the state of the rental unit after the Tenant vacated.

The Landlord has claimed the amount of \$2,533.01 which includes unpaid rent for May in the amount of \$1,145.00, damage repair, cleaning, carpet cleaning, grass cutting, junk removal, door repair and unpaid utilities.

Additionally the Landlord is also requesting half a month's rent for June, 2010, of \$600.00 due to the damaged and cluttered state of the rental unit after the tenancy.

The Landlord supplied a copy of the move in and move out inspection report, with the Tenant's signature as well as a separate statement signed by the Tenant allowing the Landlord to keep the security deposit. I note that the Landlord has deducted this amount from the total amount claimed.

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 accept the evidence and testimony of the Landlord and I find that she has proven all four elements required for making a monetary claim under the *Act*, through testimony, receipts and pictures, in the amount of \$2,533.01. I allow the Landlord \$50.00 for the return of the filing fee for the Application, and find that she has established a total monetary claim of **\$2,583.01**.

Monetary Order – I find that the Landlord is entitled to a monetary claim as follows:

Unpaid rent for May 2010	\$1,145.00
Terasen Gas	256.34
Carpet Cleaning	232.05
Cleaning	\$315.00
Replacing broken glass on French Door	153.43
Delivery of French Door	68.25
Grass Cutting (required under Tenancy Agreement)	\$50.00
Replacement of light bulbs	20.94

Junk and Garbage removal	165.00
Dumping expense	47.00
Damage wall, painting expense	\$80.00
Filing Fee	<u>\$50.00</u>
Less \$600.00 security deposit deducted	<u>(\$600.00)</u>
AMOUNT DUE TO THE LANDLORD	\$2,583.01

The Landlord is hereby granted a monetary Order in the amount of **\$2,583.01**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary Order.

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 16, 2010.

Dispute Resolution Officer