



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

Dispute Codes MNDC, MNSD, 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 Tenants individually with the Application for Dispute Resolution and Notice of Hearing on August 27, 2010, by registered mail to the address at which they reside. I find the Tenants were properly served Notice of the Hearing.

The Landlord's Agent appeared, gave affirmed testimony and was provided the opportunity to present his 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 ended according to its terms in July 2010 and a security deposit of \$400.00 was paid in advance of the tenancy, in 2009. The Tenants signed a tenancy agreement agreeing to abide by the strata rules and regulations and to pay any move-in or move-out fees levied by the strata corporation.

The Landlord's Agent testified and supplied receipts for the carpet cleaning for \$22.50, steam cleaner rental for \$59.26, strata fines levied against the Tenants in the amount of \$200.00, the move in fee charged by the strata for \$100.00, and for the fire alarm inspection which was necessitated by the Tenants not being available on the first visit for the amount of \$47.94. The Landlord's Agent also requested to retain the security deposit in partial satisfaction of the monetary claim

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's Agent and I find that they have proven all four elements required for making a monetary claim under the *Act*, through testimony and documentary evidence, in the amount of \$429.70. I allow the Landlord \$50.00 for the return of the filing fee for the Application, and find that they have established a total monetary claim of **\$479.70**. I also allow the Landlord to retain the security deposit in partial satisfaction of the claim.

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

Strata move in fee	\$100.00
Carpet Cleaning	\$22.50
Steam Cleaner	\$59.26
Fire alarm inspector	\$47.94
Filing Fee	<u>\$50.00</u>
Less \$400.00 security deposit	<u>(\$400.00)</u>
AMOUNT DUE TO THE LANDLORD	\$79.70

The Landlord is hereby granted a monetary Order in the amount of **\$79.70**. 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: December 02, 2010.

Dispute Resolution Officer