



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MND, MNR, MNDC, MNSD, & FF

Introduction

This hearing dealt with an application by the landlord seeking a monetary claim due to loss of rent, costs incurred to clean the rental unit, change the locks and remove debris and items abandoned in the rental unit by the tenant.

The landlord appeared and gave affirmed oral testimony and provided documentary evidence to the tenant and the Residential Tenancy Branch before the hearing in accordance with the rules of procedure.

The landlord also requested that the application be amended to adjust the amount of the monetary claim. The landlord did serve the tenant with the proposed amendment but did not properly file it with the Residential Tenancy Branch pursuant to rule 2.5 of the rules of procedure. Despite this, I have accepted the landlord's request to amend the monetary claim sought by \$20.00.

Issue(s) to be Decided

Did the tenant breach the tenancy agreement and *Act* resulting in a monetary loss to the landlord due to unpaid rent and costs associated with repairing and cleaning the rental unit?

Background and Evidence

This tenancy began on January 1, 2010 for a fixed term ending on June 30, 2010 at which point the tenancy reverted to a month to month tenancy. The monthly rent was \$695.00 and the tenant paid a \$347.50 security deposit on December 30, 2009.

The landlord and tenant completed a move in condition inspection report on January 1, 2010. The tenant provided the landlord with written notice to end the tenancy on July 30, 2010 and also provided her forwarding address. The tenant was provided two opportunities to participate in the move out condition inspection but failed to attend. The tenant also failed to return the keys to the rental unit.

The landlord seeks the following claim in damages from the tenant:

Outstanding rent owed from July 2010	\$185.00
Late payment of rent fee for August 2010	\$20.00
Carpet cleaning cost	\$72.80
Drape cleaning cost	\$20.00
Cost to change the locks to rental unit	\$25.00
Cost to remove items and debris from rental unit	\$201.60
Cost to clean rental unit	\$60.00
Recovery of filing fee paid for this application	\$50.00
TOTAL	\$1,369.40

From this sum the landlord seeks to retain the tenant's security deposit in partial satisfaction of this claim.

In support of this application the landlord provided a copy of the move in and move out condition inspection report, a copy of the tenancy agreement, photographs of the rental unit depicting the condition of the rental unit and copies of receipts for the charges incurred.

Analysis

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

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard. To prove a loss and have one party pay for the loss requires the other party to prove four different elements:

First proof that the damage or loss exists, secondly, that the damage or loss occurred due to the actions or neglect of the Respondent in violation of the Act or agreement, thirdly, to establish the actual amount required to compensate for the claimed loss or to repair the damage, and lastly proof that the claimant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

I accept the evidence provided by the landlord that the tenant failed to pay the rent owed for July and August 2010. I also accept that the landlord is entitled to recover a late payment of rent fee of \$20.00 pursuant to the tenancy agreement.

I am also persuaded that the tenant failed to return the rental unit in a clean and undamaged condition as required by section 32 of the *Act* and accept the landlord's claims for costs to clean the rental unit, clean the carpets and removed debris and abandoned items from the rental unit. I also accept that the tenant failed to return the keys to the landlord requiring the locks to be changed.

I find that the landlord has established a total monetary claim in the amount of **\$1,369.40** including the recovery of the filing fee paid for this application. From this sum I Order that the landlord may retain the tenant's security deposit of \$347.50 in partial satisfaction of this claim, leaving an outstanding balance of **\$1,021.90** owed to the landlord.

Conclusion

The landlord's application is granted. I have issued the landlord a monetary Order in the amount of **\$1,021.90**. This Order may be filed with the Province of British Columbia Small Claims Court 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: January 25, 2011.

Residential Tenancy Branch