

## **DECISION**

Dispute Codes      MND, MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for unpaid rent, for damage to the rental unit, and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing. The landlord attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions. She testified that she sent the tenant a copy of her dispute resolution hearing package by registered mail on September 27, 2010. She provided a Canada Post Tracking Number to confirm this mailing. I am satisfied that the landlord has served the dispute resolution hearing package to the tenant in accordance with the *Act*.

### Issues(s) to be Decided

Is the landlord entitled to a monetary award from the tenant? Is the landlord entitled to retain the tenant's security deposit in partial satisfaction of the monetary award requested? Is the landlord entitled to recover her filing fee for this application from the tenant?

### Background and Evidence

This one-year fixed term tenancy commencing on September 16, 2009 was scheduled to end on September 20, 2010. Monthly rent was set at \$1,700.00, payable on the first of each month. The landlord testified that the tenant vacated the rental unit on approximately August 2, 2010. The landlord continues to hold the tenant's \$850.00 security deposit paid on September 16, 2009.

The landlord submitted into written evidence a copy of a September 16, 2009 joint move-in condition inspection report and a move-out condition inspection report of August 6, 2010 prepared by one of the landlord's representatives who attended the hearing. The move-out report included many notations regarding the lack of cleanliness of the rental unit after the tenant vacated it. The landlord also submitted many photographs of the condition of the rental unit taken shortly after the tenant left.

The landlord's application for a monetary award of \$2,161.00 included \$1,575.00 in rent owing from August 2010, \$390.00 for 13 hours of cleaning after the tenant vacated this rental unit, and \$196.00 for carpet cleaning.

### Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, a Dispute Resolution Officer may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

Based on the undisputed written, photographic and oral testimony of the landlord, I find that the landlord has met the burden of proof required to demonstrate the losses claimed in this application. I allow the landlord a monetary award of \$1,575.00 for unpaid rent for August 2010, \$390.00 for cleaning and \$196.00 for carpet cleaning.

I allow the landlord to retain the tenant's \$850.00 security deposit plus interest to partially satisfy this monetary award. No interest is payable over this period.

Since the landlord has been successful in this application, I allow the landlord to recover the filing fee from the tenant.

### Conclusion

I issue a monetary Order in the landlord's favour in the following terms which allows the landlord to recover unpaid rent, damage and losses arising from this tenancy, to recover the filing fee for this application and to retain the tenant's security deposit.

Item	Amount
Rent Owing as of August 2010	\$1,575.00
Cleaning	390.00
Carpet Cleaning	196.00
Less Security Deposit	-850.00
Recovery of Filing Fee for this application	50.00
<b>Total Monetary Order</b>	<b>\$1,361.00</b>

The landlord is provided with these Orders in the above terms and the tenant must be served with a copy of these Orders as soon as possible. Should the tenant fail to

comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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*.