



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

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, for unpaid rent, and to recover the filing fee.

The Tenants were served with separate Applications for Dispute Resolution and Notices of Hearing on November 3, 2010, by registered mail to the address provided by the Tenants. I was satisfied that the Tenants were served in the manner in accordance with the requirements of the *Residential Tenancy Act* (the “Act”), and the hearing proceeded.

The Landlord’s Agent 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 January 13, 2010, for a fixed term to end on January 31, 2011, and monthly rent was \$2,000.00. The Landlord is not holding a security deposit as the Tenants’ cheque for \$1,000.00 bounced and was never collected upon.

The Landlord’s Agent testified that the Tenants vacated the rental unit without notice, sometime in October 2010, and submitted that they lost rent due to the Tenants’ sudden departure.

The Landlord’s Agent testified and supplied photos of damage to and of the unclean state of the rental unit and invoices and receipts for cleaning and products, as well as a

tenancy agreement, condition inspection report, demand letter, and a tenant ledger sheet.

The Landlord's Agent testified that the Landlord made diligent efforts to re-rent the unit in November and into December, even though there were other vacancies, through their usual methods, such as online advertising and on their website. The Landlord's Agent testified that there were showings of the rental unit, and that they were finally able to re-rent for mid-December 2010.

The Landlord's Agent testified that the rental unit required extensive cleaning after the Tenants' vacancy and that the carpet was not cleaned.

The Landlord claimed the amount of \$3,835.49, which includes unpaid rent for November and half of December in the amount of \$3,000.00, \$235.20 for carpet cleaning, \$500.29 for cleaning of the furnished rental unit and the filing fee of \$100.00.

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 in the absence of testimony or evidence from the Tenants, I find that the Landlord has proven all four elements required for making a monetary claim under the *Act*, through testimony, receipts and pictures, in the amount of \$3,735.49. I allow the Landlord \$100.00 for the return of the filing fee for the Application, and find that they have established a total monetary claim of **\$3,835.49**, including \$3,000.00 for unpaid rent, \$235.20 for carpet cleaning, \$500.29 for cleaning of the furnished rental unit and the filing fee of \$100.00.

The Landlord is hereby granted a monetary Order in the amount of **\$3,835.49**. 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 in the amount of **\$3,835.49**.

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: March 04, 2011.

Residential Tenancy Branch