



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNR FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord seeking a Monetary Order for unpaid rent, for damage to the unit, and to recover the cost of the filing fee from the Tenants.

Although each Tenant was served with the Application for Dispute Resolution and Notice of Hearing by registered mail on February 22, 2011, the Tenants did not appear at the hearing. The Landlords provided a copy of the registered mail receipts, showed successful delivery of the mail, testified that the mail was sent to the address at which the Tenants resided and successfully demonstrated sufficient delivery of the documents under Section 89 of the Residential Tenancy Act (the "Act"). Thus the hearing proceeded in the Tenants' absence.

The Landlord's Agent appeared, gave affirmed testimony, and was provided the opportunity to present her evidence orally and in documentary form.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence **relevant** to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Is the Landlord entitled to a Monetary Order under sections 67 and 72 of the *Residential Tenancy Act*?

Background and Evidence

This one year, fixed term tenancy originally began on June 1, 2006, with the female Tenant, and was renewed on July 1, 2008, at which time the male Tenant was added. The monthly rent was originally \$575.00, and the ending monthly rent was \$471.00. The Tenants vacated the rental unit in February 2009.

The Landlord's claim is in the amount of \$442.70, which includes unpaid rent of \$200.00 for February 2009, labour for repair for \$90.00, repair and refrigerator materials for \$10.46, a passage set for \$11.60, and window repair for \$130.64.

The Landlord's Agent testified and supplied photos of damage to and of the unclean state of the rental unit and receipts for the repair, clean and for the replacement of various items, as well as a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice"), a move-in and move-out condition inspection report and a written move out notice from the Tenants, effective on February 28, 2009.

The Landlord's Agent testified that the Tenants were issued the Notice due to rent arrears listed on the Notice as of February 1, 2009, in the amount of \$200.00. The Tenants failed to pay this amount as well as failing to attend a move out inspection.

The Landlord's Agent testified that the Tenants had caused damage to the rental unit, as notated on the condition inspection report, which required the Landlord to repair.

Analysis

Based on the testimony, evidence, photographs and 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 When making a claim for damages under a tenancy agreement or the *Act*, the party making the allegations, the Landlord in this case, 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 find the Tenants were obligated to pay rent on February 1, 2009, and did not pay the full amount. I therefore find the Landlord has established a **monetary claim** in the amount of **\$200.00** for rent arrears for February 2009.

I find the Landlord provided sufficient evidence of the damage to the rental unit caused by the Tenants and that the Landlord was quite reasonable in their costs claimed against the Tenants. I therefore find that the Landlord has established a **monetary claim** in the amount of **\$242.70**, for general repair, window repair and materials and parts.

Due to their successful application, I find that the Landlord is entitled to recover the filing fee.

I find that the Landlord has established a monetary claim in the amount of \$492.70, comprised of rent arrears of \$200.00, repair, labour, parts and materials in the amount of 242.70 and the filing fee of \$50.00.

The Landlord is hereby granted a monetary Order in the amount of **\$492.70**. 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 for \$492.70.

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: June 06, 2011.

Residential Tenancy Branch