

DECISION

Dispute Codes MNR, MNSD, 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 and utilities pursuant to section 67;
- authorization to retain all or a portion of the tenants' 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 tenants pursuant to section 72.

The tenants did not attend this hearing, although I waited until 9:40 a.m. in order to enable them to connect with 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 copies of the landlord's dispute resolution hearing package to both tenants by registered mail on March 14, 2011. She provided Canada Post Tracking Numbers to confirm this mailing. She testified that both of these packages were returned by Canada Post as they were not picked up by the tenants. She said that the packages were mailed to an address provided to the landlord by the male tenant during a telephone conversation after the tenants vacated the rental unit on February 28, 2011. I am satisfied that the landlord served these documents to the tenants in accordance with the *Act*.

Issues(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent? Is the landlord entitled to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary award requested? Is the landlord entitled to recover the filing fee for this application from the tenants?

Background and Evidence

This month-to-month tenancy commenced on June 1, 2010. Monthly rent by the end of this tenancy was set at \$675.00 plus a \$10.00 fee for laundry for a total of \$685.00. The landlord continues to hold the tenants' \$337.50 security deposit paid on June 1, 2010 plus interest. No interest is payable over this period.

The landlord confirmed that she provided no written evidence in support of the landlord's application, although she said that she did have receipts, invoices, photographs and reports from this tenancy.

The landlord testified that there was a joint move-in condition inspection conducted for this tenancy which led to the creation of a move-in condition inspection report. She said that she believed that the tenants were provided with a copy of that report. She testified that the tenants chose not to participate in a joint move-out condition inspection. She said that the landlord conducted a move-out condition inspection and prepared a move-out condition inspection report. She testified that the landlord did not send a copy of that report to the tenants.

The landlord testified that the tenants have not sent the landlord their forwarding address in writing. Based on the return of the registered mail packages, the landlord said that she is uncertain if the tenants continue to live at the address the male tenant provided orally shortly after they ended this tenancy.

The landlord applied for a total monetary award of \$69.00, but also applied to retain all of the tenants' security deposit. The landlord listed the following items in the application for dispute resolution to be permitted to retain the tenant's security deposit and the application to recover unpaid rent and utilities.

Item	Amount
Unpaid Laundry Fee	\$10.00
Window Cover Cleaning	60.00
Suite Cleaning (11 hours @ \$16.50 per hr = \$181.50)	181.50
5 Keys – Lock Change	105.00
Less Security Deposit	-337.50
Recovery of Filing Fee for this application	50.00
Total Monetary Award Requested	\$69.00

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.

The only items identified in the landlord's application involved his request to recover unpaid rent and utilities as well as his filing fee for this application. He made no

application for a monetary award for damage or for damage or loss arising out of this tenancy and did not provide evidence to verify the actual amount of his loss or damage arising out of this tenancy.

I issue a monetary award in the landlord's favour in the amount of \$10.00 to recover the unpaid laundry fee of \$10.00, as I accept that this payment was made with the tenants' rent each month. In accordance with the landlord's application for permission to retain all or a portion of the tenants' security deposit, I allow the landlord to retain \$10.00 from the tenants' security deposit.

Under these circumstances, I make no order regarding the landlord's filing fee for this application.

Conclusion

I issue a monetary award in the landlord's favour of \$10.00, which I allow the landlord to retain from the tenants' security deposit. The present value of the retained portion of the tenants' security deposit is reduced to \$327.50.

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*.