



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNR, MND, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution for a monetary order for unpaid rent and for damage to the rental unit, an order to keep all or part of the security deposit, and to recover the filing fee for the Application.

Although the landlord served each tenant individually with the Application for Dispute Resolution and Notice of Hearing by registered mail on March 28, 2011, neither tenant appeared at the hearing. The landlord provided copies of the registered mail receipts, testified that the mail was sent to the address provided by the tenants 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 written and documentary form, and to make submissions to me.

Issue(s) to be Decided

Have the tenants breached the *Residential Tenancy Act* (the "Act") or tenancy agreement, entitling the landlord to an order for monetary relief?

Background and Evidence

This one year, fixed term tenancy began on April 1, 2008, and continued thereafter on a month to month basis, until it ended on February 16, 2011, when the tenant vacated the rental property without paying rent for January or February 2011, according to the landlord's agent. Monthly rent began at \$750.00 and the ending monthly rent was \$801.00. The tenants paid a security deposit of \$375.00 on April 1, 2008.

The landlord's agent stated that the person listed as the male tenant on the application was the tenant's father and guarantor and did not live at the rental unit.

The testimony and evidence of the landlord demonstrated that the tenant received a 10 Day Notice to End Tenancy for Unpaid Rent, dated January 14, 2011, listing the unpaid rent of \$827.00 as of January 1, 2011. The agent stated that the tenant failed to pay rent in January and February, in the total amount of \$1,602.00 and therefore had incurred late fees of \$25.00 each month.

The landlord's agent testified that the tenant did not clean the rental unit and left it cluttered and full of her belongings, which required the landlord to have the rental unit cleaned.

The landlord provided photos of the cluttered state of the rental unit and receipts for cleaning, dumping and removal fees, and changing the locks.

The landlord's total claim is \$2,486.22, comprised of unpaid rent and late fees for \$1,652.00, carpet cleaning for \$200.00, 8 hours of cleaning for \$200.00, dumping and removal fee of \$300.00, lock change for \$75.00, and drapes cleaning for \$59.22.

Analysis

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

In a claim for damage or loss under the Act or tenancy agreement, the claiming party has 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. In this case, the onus is on the landlord to prove damage or loss.

Through the testimony and evidence and in the absence of contradiction by the tenants, I find that the landlord has proven a total monetary claim of **\$2,536.22** for unpaid rent and late fees for \$1,652.00, carpet cleaning for \$200.00, 8 hours of cleaning for \$200.00, dumping and removal fee of \$300.00, lock change for \$75.00, and drapes cleaning for \$59.22 and the \$50.00 fee paid by the landlord for this application.

At the landlord's request, I **order** that the landlord retain the security deposit and interest of \$ **379.23** in partial satisfaction of the claim and I **grant** the landlord an order under section 67 for the balance due of **\$2,156.99**.

I am enclosing a monetary order for **\$2,156.99** with the landlord's Decision. This order is a **legally binding, final order**, and may be filed in the Provincial Court (Small Claims) should the tenants fail to comply with this monetary order.

Conclusion

The Landlord is granted a monetary order in the amount of **\$2,156.99**.

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: July 07, 2011.

Residential Tenancy Branch