



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MNDC, FF

### Introduction

This conference call hearing was convened in response to the landlord's application for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; to keep the security deposit; and to recover the filing fee associated with this application.

The landlord participated in the hearing and provided affirmed testimony. He testified that he served the Notice of a Dispute Resolution Hearing to the tenants by way of registered mail sent on July 14<sup>th</sup>, 2011, provided a Tracking Number and a Canada Post notice of refused delivery. The tenant did not participate and the hearing proceeded in the tenant's absence.

### Issue(s) to be Decided

Is the landlord entitled to a Monetary Order, and if so for what amount?

Is the landlord entitled to keep all or part of the security deposit?

Is the landlord entitled to recover the filing fee?

### Background and Evidence

The rental unit consists of a basement suite. The tenancy started on April 1<sup>st</sup>, 2011. The rent was \$650.00 per month and the tenant paid a security deposit of \$325.00.

R.P, co-landlord, testified that the applicant landlord was not available for this hearing due to a medical emergency, however he would provide evidence concerning the applicant landlord's application. R.P stated that tenancy ended June 1<sup>st</sup>, 2011, and that he spent 6 hours for two days cleaning the suite in order to have it ready for the next tenants. He stated that the tenant refuses all forms of contact and that all correspondence sent registered mail to her forwarding address has been returned as refused delivery.

The landlord applied to recover \$325.00 and \$74.73 for a claim totalling \$399.73.

### Analysis

I accept the landlord's undisputed testimony that he served the tenant with the Notice of Dispute Resolution in a proper manner pursuant to the *Residential Tenancy Act*. Refusing delivery of registered mail does not discharge the tenant's obligation towards the landlord. I find that the tenant ought to have had knowledge of the date scheduled for this hearing.

Before a Dispute Resolution Officer can make an order under section 67 of the *Residential Tenancy Act*, the applicant must first prove the existence of damage or loss; that it stemmed from the other party's violation of the Act, regulation, or tenancy agreement; that the monetary amount of the claim was verified; and that the applicant took steps to mitigate or minimize the loss or damage. When these requirements are not satisfied, in the absence of other substantive independent evidence such as condition inspection reports, photographs or invoices, the burden of proof is not met. In this matter that burden was on the landlord to prove his claim against the tenant.

There was no documentary evidence before me from the landlord to support the claim for additional costs or for keeping the security deposit. However, on his undisputed testimony I accept that additional cleaning was required. For this aspect of the claim I

grant the landlord a nominal compensation of \$275.00, based on 12 hours of cleaning at \$20.00 per hour plus cleaning supplies.

Conclusion

The landlord established a claim of \$275.00. Since she was successful, I grant the landlord recovery of the \$50.00 filing fee for a claim totalling \$325.00. Accordingly I authorize the landlord to keep the tenant's security deposit in satisfaction of this claim.

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: October 18, 2011.

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Residential Tenancy Branch