

DECISION

Dispute Codes OPR, MND, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession pursuant to section 55;
- a monetary order for unpaid rent, for damage to the rental unit, and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement 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 landlord and Tenant AE attended the hearing and were given a full opportunity to be heard, to present evidence and to make submissions. Tenant BZ did not attend the hearing, although I waited until 11:16 a.m. in order to enable her to connect with this hearing.

At the commencement of the hearing, the landlord testified that the last tenant living in this rental unit, Tenant BZ, vacated the rental unit by June 30, 2011. As this tenancy has ended, the landlord withdrew the application for an Order of Possession.

The landlord amended her application for a monetary award from \$1,982.54 to \$1,442.00 to reflect Tenant AE's payment of \$540.54 a few days before this hearing.

Issues(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent and losses arising out of this tenancy? Is the landlord entitled to a monetary award for damage arising out of this tenancy? 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 tenancy commenced on April 1, 2010 as a one year fixed term tenancy. After the expiration of the term, the tenancy continued on a month-to-month basis. Monthly rent was set at \$1,325.00, payable in advance on the first of each month. The landlord retains the tenants' \$662.50 security deposit paid on March 10, 2010.

The parties agreed that there was a joint move-in condition inspection on April 1, 2010 and a joint move-out condition inspection on June 30, 2011 between Tenant AE and the landlord's representative. Tenant AE confirmed that she received a copy of the landlord's condition inspection reports.

Tenant AE agreed that there was unpaid rent owing from June 2011 and that there had been damage arising as a result of a fire in the rental unit. Tenant AE did not dispute the landlord's claim for the following items outlined in the landlord's written evidence.

Item	Amount
June 2011 Rent Owing	\$677.50
Damage to Rental Unit from Fire	1,098.04
Unpaid Laundry Fees	57.00
Keys and Fob Replacement	45.00
Cleaning	105.00
Less Tenant AE's Payment October 2011	-540.54
Total Amended Monetary Award Requested	\$1,442.00

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.

Based on the undisputed written evidence presented by the landlord, including receipts and invoices, and the oral testimony of the parties, I find that the landlord is entitled to a monetary award for unpaid rent, damage and losses arising out of this tenancy. I am satisfied that the landlord has demonstrated entitlement to the amounts requested in the landlord's amended application for dispute resolution.

I allow the landlord to retain the tenants' security deposit plus applicable interest in partial satisfaction of the landlord's amended claim for \$1,442.00. No interest is payable over this period. As the landlord has been successful in this application, I allow the landlord to recover the \$50.00 filing fee from the tenants.

Conclusion

I issue a monetary Order in the following terms which allows the landlord to recover unpaid rent, losses and damage arising out of this tenancy and the filing fee for this application.

Item	Amount
June 2011 Rent Owing	\$677.50
Damage to Rental Unit from Fire	1,098.04
Unpaid Laundry Fees	57.00
Keys and Fob Replacement	45.00
Cleaning	105.00
Less Tenant AE's Payment October 2011	-540.54
Less Security Deposit	-662.50
Filing Fee	50.00
Total Monetary Order	\$829.50

In partial satisfaction of this monetary award, I also allow the landlord to retain the tenants' security deposit.

The landlord is provided with these Orders in the above terms and the tenant must be served with a copy of these Orders as soon as possible. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

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*.