



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, MNR FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord seeking a Monetary Order for unpaid rent, to retain the security deposit, for money owed or compensation for damage or loss under the Act, and to recover the cost of the filing fee from the tenant.

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

The landlord testified that she served the tenant with the Notice of Hearing and Application via registered mail on July 26, 2011, and provided the tracking number as evidence. The landlord's agent testified that the tenant called to the landlord's office after receiving the Notice of Hearing. Having been satisfied the landlord served the tenant in a manner that complies with section 89 of the Act I proceeded to hear from the landlord without the tenant present.

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* and to retain the tenant's security deposit?

Background and Evidence

This one year, fixed term tenancy began on March 1, 2011 and ended early on July 11, 2011, when the tenant vacated the rental unit. The monthly rent was \$1,150.00 and the tenant paid a security deposit of \$575.00 on February 4, 2011.

The landlord's claim is in the amount of \$1,995.00, which includes unpaid rent of \$1,150.00 for July 2011, liquidated damages of \$575.00, carpet cleaning of \$120.00, cleaning of \$60.00, repairs for \$60.00, and removal of items for \$30.00.

The landlord's agent testified and supplied receipts for the repair, clean and removal of items, the condition inspection report, the tenancy agreement, a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice"), and the tenancy agreement, which provided that the tenant would be responsible for liquidated damages in the amount of \$575.00 in the event the tenant ended the fixed term tenancy early.

The landlord's agent testified that the tenant was issued the Notice due to unpaid rent of \$1,150.00 due on July 1, 2011. The landlord's agent testified that the tenant failed to pay rent in July and moved out on July 11, 2011, owing rent for July.

The tenant failed to attend a move out inspection, according to the landlord's agent.

The landlord's agent testified that the tenant had caused damage to the rental unit, as notated on the condition inspection report, which required the landlord to repair and that additional cleaning and carpet cleaning were required after the tenancy ended.

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 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 tenant was obligated to pay rent on July 1, 2011, under the terms of the tenancy agreement and failed to pay this amount. I therefore find the landlord has established a **monetary claim** in the amount of **\$1,150.00** for rent arrears for July 2011.

I find the landlord provided sufficient evidence of the damage to the rental unit caused by the tenant and I therefore find that the landlord has established a **monetary claim** in the amount of **\$270.00**, for general repair, cleaning, removal and carpet cleaning.

I find that under the terms of the tenancy agreement which the tenant agreed to, the landlord has established an entitlement to monetary compensation in the amount of \$575.00 for liquidated damages.

Due to their successful application, I find that the landlord is entitled to recover the filing fee of \$50.00.

Conclusion

I find that the landlord has established a monetary claim in the amount of **\$2,045.00**, comprised of rent arrears of \$1,150.00, repair, cleaning, removal and carpet cleaning for \$270.00, liquidated damages in the amount of \$575.00 and the filing fee of \$50.00.

I **order** that the landlord retain the security deposit of \$575.00 in partial satisfaction of the claim and I **grant** the landlord an order under section 67 of the Act for the balance due of **\$1,470.00**.

The landlord is hereby granted a monetary Order in the amount of **\$1,470.00**. I am enclosing a monetary order for **\$1,470.00** with the landlord's Decision. This order is a **legally binding, final order**, and it may be filed in the Provincial Court of British Columbia (Small Claims) should the tenant fail to comply with this monetary order.

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 28, 2011.

Residential Tenancy Branch