



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute codes MND MNSD MNDC FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order allowing retention of the security deposit and pet damage deposit in partial satisfaction of the claim. The landlord has also requested recovery of the \$50.00 filing fee from the tenant. Although served with the Application for Dispute Resolution and Notice of Hearing sent by registered mail on September 29, 2011 the tenants did not appear.

The landlord had originally requested an order of possession but this request was withdrawn at the outset of the hearing as the tenants have already vacated the rental unit.

Issues

Is the landlord entitled to the requested orders?

Background and Evidence

This tenancy began on December 1, 2008 and ended on September 16, 2011. The rent was \$850.00 per month. A security deposit of \$412.50 and a pet damage deposit of \$412.50 were paid at the start of the tenancy. A condition inspection report was completed upon move-in by the parties. The landlord completed a move-out condition inspection report at the end of the tenancy in the absence of the tenants. The tenants had been given two opportunities to attend the move-out inspection but did not respond.

According to the landlord the tenant undertook work in the unit that he had not authorized such as changing light fixtures and a ceiling fan, changing the locks on the front and back doors, painting the walls of the unit and cutting a hole in the door to the laundry room. In addition the landlord says the unit was not properly cleaned and the tenants left behind items that needed to be removed and taken to the dump. The landlord submitted receipts and invoices in support of his claim.

The tenants did not submit any evidence.

Analysis

The landlord has made a monetary claim against the tenants comprised of the following:

Light fixtures and ceiling fan	\$60.97
Re-keying	\$81.76
Dump fees	\$15.50
Carpet and blind cleaning	\$235.00
Painting, hauling, cleaning	\$800.00
September 2011 rent	\$850.00
TOTAL	\$2043.23

The bulk of the landlord's claim is based on Section 37 of the Act which requires that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear. The claim for unpaid rent is based on the fact that the tenant did not pay rent for September but remained in the unit until September 16th.

As a general principle, when making a claim of this nature, the party making the claim bears the burden of proof on a balance of probabilities both as to liability and quantum. In other words, the claimant must first prove that the respondent is liable for the loss and then, having proved that, must then prove the amount of the loss.

Based on the information before me and in the absence of any submissions from the tenant, I am satisfied that the landlord has proved the claim in its entirety.

Conclusion

I find that the landlord has established a total monetary claim of \$2,043.23 and is entitled to recover from the tenant the \$50.00 fee paid for this application. I therefore order that the landlord retain the security and pet damage deposits and interest of \$850.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1,243.23. This order may be filed in the Small Claims Court and enforced as an order 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*.