



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

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

- a monetary order for damage to the rental unit pursuant to section 67;
- authorization to retain all or a portion of the tenant's 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 tenant pursuant to section 72.

The tenant did not attend this hearing, although I waited until 11:12 a.m. in order to enable the tenant to connect with this hearing. The landlord attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions. The landlord entered written evidence that on May 31, 2011, the tenant gave written notice to end this tenancy by July 1, 2011. The landlord testified that she sent the tenant a copy of the landlord's dispute resolution hearing package by registered mail on July 28, 2011. She provided a copy of the Canada Post Tracking Number to confirm this mailing. I am satisfied that the above documents were served in accordance with the *Act*.

Issues(s) to be Decided

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 tenant's security deposit in partial satisfaction of the monetary award requested? Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

This tenancy commenced on September 20, 2006 as a one-year fixed term tenancy. By the time the tenant vacated the rental unit on July 4, 2011, the tenancy had converted to a periodic tenancy. Monthly rent was set at \$900.00, payable in advance on the first of each month. The landlord continues to hold the tenant's \$450.00 security deposit paid on October 1, 2006.

The landlord entered into written evidence a copy of the September 28, 2006 joint move-in condition inspection report and the July 4, 2011 joint move-out condition inspection report.

The landlord applied for a monetary award of \$604.23 which included the following items the landlord claimed were damaged during this tenancy:

Item	Amount
Carpet Cleaning	\$134.40
Cleaning	143.00
Damaged Lights	251.83
Replacement of Light Bulbs	75.00
Total Monetary Award Requested	\$604.23

The landlord provided written quotes for each of the above items and gave sworn testimony that these quotes were the actual costs incurred for the work that has been done to repair damage arising out of this tenancy. The landlord also applied for recovery of the \$50.00 filing fee for this application.

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 evidence submitted by the landlord, I accept that the landlord has incurred the above-noted costs to repair damage that occurred during the course of this tenancy. For these reasons, I find that the landlord is entitled to a monetary award of \$604.23 for damage and \$50.00 to recover the filing fee for this application.

I allow the landlord to retain the tenant's security deposit plus applicable interest in partial satisfaction of the landlord's monetary award.

Conclusion

I issue a monetary Order in the landlord's favour in the following terms which allows the landlord to recover damage arising out of this tenancy and the filing fee for this application and to retain the tenant's security deposit.

Item	Amount
Carpet Cleaning	\$134.40
Cleaning	143.00
Damaged Lights	251.83
Replacement of Light Bulbs	75.00
Less Security Deposit plus Interest (\$450.00 + \$14.20 = \$464.20)	-464.20
Total Monetary Award Requested	\$140.03

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*.

Dated: November 01, 2011

Residential Tenancy Branch