

DECISION

Dispute Codes MNDC, MNSD

Introduction

This is an application filed by the Landlord for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement and to keep all or part of the security deposit.

The Landlord and the Tenant, A.M. attended the hearing by conference call and gave testimony. The Tenant, C.J. did not attend. The Tenant, A.M. stated that she is unaware of where her Co-Tenant, C.J. resides. As both parties have attended the hearing and have made detailed reference to the submitted evidence, I am satisfied that the Tenant was properly served with the notice of hearing and evidence packages. The Tenant did not submit any evidence.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

Background and Evidence

Both parties agreed that this tenancy began on July 1, 2011 and ended on October 12, 2011. The monthly rent was \$700.00 payable on the 1st of each month and a security deposit of \$350.00 was paid as shown by the submitted copy of the signed tenancy agreement. The tenancy agreement shows that both respondents are listed as co-tenants.

The Landlord claims that ½ of the September 2011 rent was unpaid. The Landlord relies on the 10 day notice to end tenancy for unpaid rent that was issued September 6, 2011 displaying unpaid rent of \$350.00 that was due on September 1, 2011. The Tenant conceded in her direct testimony that rent was unpaid from her co-tenant.

The Landlord is also seeking \$350.00 for cleaning and painting costs incurred from the state of the rental left by the Tenants. The Landlord has submitted an incomplete condition inspection report that was made on October 12, 2011 and photographs taken. The Tenant states that she attended the rental unit on October 9, 10 or the 11th to clean the rental unit with her advocate. The Landlord disputes this stating that the

photographs support her claim that no cleaning was done. The Tenant does not have any evidence supporting her claim that any cleaning was performed. The Landlord claims that 18 hours of cleaning was performed at \$20.00 per hour. The Landlord has not provided any evidence (invoices or receipts) for cleaning.

Analysis

I find based upon the undisputed testimony of the Landlord that a claim of ½ months rent of \$350.00 for September 2011 has been established. The Tenant stated in her own direct testimony that ½ of the rent was unpaid. Residential Tenancy Policy Guideline #13, Rights and Responsibilities of Co-Tenants, states, “Co-Tenants are jointly and severally liable for any debts or damages relating to the tenancy.” As such, I find that the Landlord is entitled to the claim of \$350.00.

The Landlord’s application of \$350.00 for money owed or compensation for cleaning to the rental unit has been established on a balance of probabilities. I prefer the evidence of the Landlord over that of the Tenant in this regard. However, the Landlord has neither submitted any evidence of monetary loss and is basing her loss on the incomplete condition inspection report. I find that the Landlord is not entitled to the \$350.00 claimed. I find that compensation is entitled to the Landlord in the form of a nominal award of \$200.00.

The Landlord has established a total monetary claim of \$550.00. I order that the Landlord retain the \$350.00 security deposit in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of \$200.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$200.00.
The Landlord may retain the \$350.00 security deposit.

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: January 11, 2012.

Residential Tenancy Branch