



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNR MNSD MNDC FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord to obtain a Monetary Order for damage to the unit, site or property, for unpaid rent or utilities, to keep all of the security deposit, for money owed or compensation for damage or loss under the Act, regulation, or tenancy agreement, and to recover the cost of the filing fee from the Tenant for this application.

Service of the hearing documents, by the Landlord to the Tenant, was done in accordance with section 89 of the *Act*, sent via registered mail on February 10, 2012. Mail receipt numbers were provided in the Landlord's verbal testimony. Based on the submissions of the Landlord I find the Tenant was sufficiently served notice of this proceeding.

The Landlord appeared at the teleconference hearing and gave affirmed testimony. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

1. Has the Tenant breached the *Residential Tenancy Act*, regulation or tenancy agreement?
2. If so, has the Landlord met the burden of proof to obtain a Monetary Order as a result of that breach, pursuant to section 67 of the *Residential Tenancy Act*?

Background and Evidence

The Landlord affirmed they entered into a fixed term tenancy agreement that began on December 1, 2010 and ended January 31, 2012 after the Tenant provided notice to end. Rent was payable on the first of each month in the amount of \$1,225.00 and on November 25, 2010 the Tenant paid \$612.50 as the security deposit. A condition inspection report was completed at move-in on December 2, 2010 in the presence of

the Tenant however the Tenant did not appear at the move out inspection February 1, 2012 as she had already left the province.

The Landlord referenced their evidence when discussing their request for unpaid rent. The evidence included the tenant payment ledger which reflects the Tenant failed to pay December 2011 rent on time and provided two rent payments in January 2012, one of which was returned as a stop payment had been placed on it; leaving an accumulated unpaid balance of \$1,225.00. Also, the Tenant did not clean the unit fully before vacating which caused the Landlord to incur cleaning costs of \$120.00 which they are seeking to recover.

Analysis

A party who makes an application for monetary compensation against another party has the burden to prove their claim. Awards for compensation are provided for in sections 7 and 67 of the *Residential Tenancy Act*. Accordingly an applicant must prove the following when seeking such awards:

1. The other party violated the Act, regulation, or tenancy agreement; and
2. The violation caused the applicant to incur damage(s) and/or loss(es) as a result of the violation; and
3. The value of the loss; and
4. The party making the application did whatever was reasonable to minimize the damage or loss.

In this case the evidence supports the Tenant had an accumulated balance due for rent in the amount of \$1,225.00 which is a breach of section 26 of the Act which stipulates rent must be paid in accordance with the tenancy agreement. Therefore I find the Landlord has met the burden of proof, as listed above, and I award them recovery of the unpaid rent in the amount of **\$1,225.00**.

Section 37(2) of the Act provides 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.

Based on the aforementioned I find the Tenant has breached section 37(2) of the Act, by leaving the rental unit unclean at the end of the tenancy. Accordingly, I find the Landlord has met the burden of proof to establish their claim and I hereby award them cleaning costs in the amount of **\$120.00**.

The Landlord has been successful with their application; therefore I award recovery of the **\$50.00** filing fee.

Monetary Order – I find that the Landlord is entitled to a monetary claim and that this claim meets the criteria under section 72(2)(b) of the *Act* to be offset against the Tenant's security deposit plus interest as follows:

Unpaid of Rent	\$1,225.00
Cleaning	120.00
Filing Fee	<u>50.00</u>
SUBTOTAL	\$1,395.00
LESS: Security Deposit \$612.50 + Interest 0.00	<u>-612.50</u>
Offset amount due to the Landlord	<u>\$ 782.50</u>

Conclusion

The Landlord's decision will be accompanied by a Monetary Order in the amount of **\$782.50**. This Order is legally binding and must be served upon the Tenant.

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: April 13, 2012.

Residential Tenancy Branch