



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD MNR MND FF

### Introduction

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

The parties appeared at the teleconference hearing, acknowledged receipt of the hearing documents and evidence submitted by the Landlord, 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. Is the Landlord entitled to a Monetary Order?

### Background and Evidence

The parties agreed the Tenant had first occupied the unit on June 1, 2009 and entered into a subsequent fixed term tenancy agreement that began on September 1, 2009 and switched to a month to month tenancy after November 30, 2009. Rent was payable on the first of each month in the amount of \$750.00 and on May 21, 2009 the Tenant paid \$375.00 as the security deposit. They attended a move in inspection on May 27, 2009 and the move out inspection April 12, 2012 completing and signed the condition inspection report. The Tenant provided her forwarding address during the move-out inspection.

Upon review of the Landlord's claim the Tenant stated that she agreed with all of the items being claimed at the amended amounts as follows:

|          |                                     |
|----------|-------------------------------------|
| \$ 60.00 | Storage locker and late payment fee |
| \$610.00 | Counter top damage                  |
| \$ 90.00 | To repair holes in the walls        |

|                 |                                |
|-----------------|--------------------------------|
| \$103.37        | To replace blinds              |
| \$221.45        | Refrigerator parts             |
| <u>\$ 54.00</u> | Labour to conduct the repairs. |
| \$1,138.82      | TOTAL AMOUNT CLAIMED           |

The Landlord confirmed the above amounts and noted that the counters had not yet been replaced.

### 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 Tenant did not dispute the claim and accepted responsibility for the **\$1,138.82** being claimed in damages and unpaid fees.

The Landlord has been successful with their application, therefore I award recovery of their **\$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 Tenants' security deposit plus interest as follows:

|  |                         |
|--|-------------------------|
| Damages and unpaid fees                                | \$1,138.82              |
| Filing Fee   | <u>50.00</u>            |
| <b>SUBTOTAL</b>  | \$1,188.82              |
| <b>LESS:</b> Security Deposit \$375.00 + Interest 0.00 | <u>-375.00</u>          |
| <b>Offset amount due to the Landlord</b>               | <b><u>\$ 813.82</u></b> |

Conclusion

The Landlord has been awarded a Monetary Order in the amount of **\$813.82**. 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: June 13, 2012.

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Residential Tenancy Branch