



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Code MNR, MND, MNSD, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for unpaid rent, damages to the unit and an order to retain the security deposit in partial satisfaction of the claim.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on May 9, 2012, a Canada post tracking number was provided as evidence of service, the tenant did not appear.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later. I find that the tenant has been duly served in accordance with the Act.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

### Issue(s) to be Decided

Is the landlord entitled to monetary order for unpaid rent?

Is the landlord entitled to compensation for damages?

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

### Background and Evidence

The tenancy began on February 1, 2012. Rent in the amount of \$1,095.00 was payable on the first of each month. A security deposit of \$547.50 was paid by the tenant. The tenancy ended on April 30, 2012.

The landlord claims as follows:

a.	Unpaid rent for April 2012	\$1,095.00
c.	Junk removal	\$106.33
d.	Cleaning	\$360.00
e.	Filing fee	50.00

	<b>Total claimed</b>	<b>\$1,770.13</b>
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The landlord's agent testified the parties participated in a move-in inspection and a move-out inspection, however, the tenant refused to sign the report. Filed in evidence is a copy of the inspection reports.

The landlord's agent testified on March 28, 2012, the police raided the tenant's rental unit and arrested the tenant and her boyfriend for possession of narcotics. The landlord's agent stated as a result of the tenant's actions the tenant was served with a one month notice to end tenancy for cause, with a vacated date of April 30, 2012.

The landlord's agent testified the tenant failed to pay rent for April 2012. The landlord seeks to recover unpaid rent in the amount of \$1,095.00.

The landlord's agent testified during the police raid the dead bolt on the door to the tenant's rental unit was damaged and was required to be replaced. The landlord seeks to recover the cost of the dead bolt in the amount of \$158.80. Filed in evidence is a copy of the receipt.

The landlord's agent testified the tenant left garbage in the rental unit and they had to have it removed and disposed off. The landlord seeks to recover the cost of the garbage removal in the amount of \$106.33. Filed in evidence is a receipt.

The landlord's agent testified the tenant did not make any effort to clean the rental unit and it was very dirty. The landlord stated she hired a cleaning company and seeks to recover the cleaning cost in the amount of \$360.00. Filed in evidence is a copy of the receipt.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

To prove a loss and have one party pay for the loss requires the other party to prove four different elements:

- Proof that the damage or loss exists;
- Proof that the damage or loss occurred due to the actions or neglect of the Respondent in violation of the Act or agreement;
- Proof of the actual amount required to compensate for the claimed loss or to repair the damage; and
- Proof that the Applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

In this case, the landlord has the burden of proof to prove a violation of the Act and a corresponding loss.

In this case, the tenant failed to pay April 2012, rent in accordance with the tenancy agreement. I find the tenant has breached the Act and the landlord suffered a loss of rent. Therefore, the landlord is entitled to compensation in the amount of **\$1,095.00**.

The evidence of the landlord's agent was the tenant unit was raided by the police, and the tenant was arrested for possession of narcotics. During the raid the dead bolt on the door was damaged. I find the tenant has breached the Act and the landlord suffered a loss. Therefore, the landlord is entitled to compensation in the amount of **\$158.80**.

The evidence of the landlord's agent was the tenant left garbage in the rental unit at the end of tenancy. The tenant is responsible to ensure the rental unit is left in a reasonable state of cleanliness. I find the tenant has breached the Act and the landlord suffered a loss. Therefore, the landlord is entitled to compensation in the amount of **\$106.33**.

The evidence of the landlord's agent was the tenant made no effort to clean the rental unit at the end of tenancy and it was left very dirty. The tenant is responsible to ensure the rental unit is left in a reasonable state of cleanliness. I find the tenant has breached the Act and the landlord suffered a loss. Therefore, the landlord is entitled to compensation in the amount of **\$360.00**.

I find that the landlord has established a total monetary claim of **\$1,770.13** comprised of the above described amount and the \$50.00 fee paid for this application.

I order that the landlord retain the deposit and interest of **\$547.50** in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of **\$1,222.63**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

### Conclusion

The landlord is granted a monetary and may keep the security deposit in partial satisfaction of the claim and the landlord is granted an order for the balance due.

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: July 06, 2012.

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Residential Tenancy Branch