



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes: MNR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for rental arrears accrued during the tenancy. The landlord was also claiming damages for cleaning and was seeking to keep the security deposit.

Despite being served by registered mail on May 10, 2012, the tenants did not appear.

Issue(s) to be Decided

The issue to be determined, based on the testimony and evidence, is whether or not the landlord is entitled to monetary compensation for rental arrears owed and whether or not the landlord is entitled to monetary compensation for cleaning.

Background and Evidence

The tenancy began December 1, 2011 and rent was set at \$850.00. A security deposit of \$425.00 was paid. The tenant vacated on May 7, 2012 after being served with a Ten Day Notice to End Tenancy for Unpaid Rent.

The landlord testified that the tenant did not pay \$550.00 owed in February 2012 and defaulted on the \$850.00 rent due for March, April and May 2012 for total arrears of \$3,100.00, which is being claimed.

The landlord's total monetary claim was for \$3,575.00 which, in addition to the above, also included keeping the tenant's \$425.00 security deposit for the costs of cleaning the unit and yard. According to the landlord, the tenant failed to leave the unit in a reasonably clean state. However, the landlord acknowledged that they did not submit evidence to verify the damages being claimed.

Analysis

With respect to rent owed, I find section 26 of the Act states that rent must be paid when due. In this instance, I find that the landlord is entitled to \$3,100.00 compensation.

In regard to the landlord's claims for cleaning costs totalling \$425.00, I find that an applicant's right to claim damages from another party is dealt with in section 7 of the Act

which provides that if a party fails to comply with the Act or agreement, the non-complying party must compensate the other for any damage or loss that results.

The evidence furnished by the applicant must satisfy each component of the test below:

Test For Damage and Loss Claims

1. Proof that the damage or loss exists,
2. Proof that this damage or loss happened solely because of the actions or neglect of the Respondent in violation of the Act or agreement
3. Verification of the actual amount required to compensate for the claimed loss or to rectify the damage.
4. Proof that the claimant followed section 7(2) of the Act by taking reasonable steps to mitigate or minimize the loss or damage

I find that the landlord has not provided sufficient evidence to prove the cleaning claim, failing to meet all elements of the test for damages. Accordingly I find that the additional claim for compensation for cleaning costs must be dismissed.

I find that the landlord is entitled to total compensation in the amount of \$3,150.00, comprised of \$3,100.00 rental arrears and the \$50.00 cost of this application. I order that the landlord retain the tenant's \$425.00 security deposit in partial satisfaction of the claim leaving an outstanding amount of \$2,725.00 still owed to the landlord.

Conclusion

I hereby grant the Landlord an order under section 67 for \$2,725.00. This order must be served on the Respondent and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court. The remainder of the landlord's application is dismissed without leave.

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 05, 2012.

Residential Tenancy Branch