



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 or part of the pet and or 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.

The Landlord affirmed that the Tenant was served Notice of this proceeding and copies of his evidence by registered mail on August 16, 2012. Canada Post tracking information was provided in the Landlord's testimony and evidence. Based on the submissions of the Landlord I find the Tenant was sufficiently served notice of this proceeding, in accordance with the Act, and I proceeded in her absence.

Issue(s) to be Decided

1. Should the Landlord be granted a Monetary Order?

Background and Evidence

The Landlord submitted documentary evidence which included, among other things, copies of: A dispute resolution decision issued August 1, 2012, two 10 Day Notices, the tenancy agreement, and the Landlord's written summary of costs for cleaning and repairs to the unit.

The Landlord confirmed the parties entered into a written month to month tenancy that began on March 1, 2012. Rent was payable on the first of each month in the amount of \$600.00 and on March 1, 2012 the Tenant paid \$300.00 as the security deposit. No move in or move out inspection reports were completed. The Tenant vacated the property during the week of August 5, 2012, after being served the Order of Possession that was granted to the Landlord on August 1, 2012.

The Landlord is seeking \$1,220.00 in unpaid rent which is comprised of \$20.00 owing from April 2012, \$600.00 for June, 2012, and \$600.00 for July 2012. He confirmed that the Tenant had been served two separate 10 Day Notices one dated June 8, 2012 and the other July 20, 2012.

The Landlord stated he is also seeking \$200.00 for repairs and cleaning as per his written submission. He noted that the amount includes \$112.00 for his labour plus \$88.00 for parts and supplies. He confirmed he did not provide copies of receipts for the supplies purchased as he has to send them off to their head office in Vancouver for their accounting records.

Analysis

Given the evidence before me, in the absence of any evidence from the Tenant who did not appear despite being properly served with notice of this proceeding, I accept the version of events as discussed by the Landlord and corroborated by his evidence.

When a landlord makes a claim for damage or loss the burden of proof lies with the landlord to establish their claim. To prove a loss the applicant must satisfy the following four elements:

1. Proof that the damage or loss exists,
2. Proof that the damage or loss occurred due to the actions or neglect of the other party in violation of the Act, Regulation or tenancy agreement,
3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage, and
4. Proof that the applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

The Landlord claims for accumulated unpaid rent from April, June and July 2012 in the amount of \$1,220.00, pursuant to section 26 of the *Act* which stipulates that a tenant must pay rent when it is due in accordance with the tenancy agreement.

In this case the evidence supports the Tenant breached section 26 of the *Act* by failing to pay her rent when it is due. Accordingly, I award the Landlord **\$1,220.00** in unpaid rent.

Section 32 (3) of the *Act* provides that a tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

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 Tenants have breached sections 32(3) and 37(2) of the Act, leaving the rental unit unclean and with some damage at the end of the tenancy.

The Landlord relied on a hand written list of expenses incurred to purchase supplies or equipment to repair the unit. In the absence of copies of the actual receipts I find the Landlord provided insufficient evidence to prove the actual amount required to compensate for the claimed loss or to repair the damage. Accordingly, I dismiss the claim for \$88.00 for materials, without leave to reapply.

The Landlord submits that he spent 3.73 hours cleaning and repairing the rental unit for a total cost of labour of \$112.00. He provided a list of items which he cleaned and worked on which included the fridge, carpets, kitchen and laminate floors, a broken mirror, and debris removal. As per the foregoing I find the Landlord has met the burden of proof for the cost of his labour to clean the unit and I award him damages in the amount of **\$112.00**.

The Landlord has been successful with his 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 Rent (April, June, July 2012)	\$1,220.00
Labour to clean and repair unit	112.00
Filing Fee	<u>50.00</u>
SUBTOTAL	\$1,382.00
LESS: Security Deposit \$300.00 + Interest 0.00	<u>-300.00</u>
Offset amount due to the Landlord	<u>\$1,082.00</u>

Conclusion

The Landlord has been awarded a Monetary Order in the amount of **\$1,082.00**. 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: October 26, 2012.

Residential Tenancy Branch