



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD, MNDC, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent only.

The landlord testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on July 19, 2012 in accordance with Section 89. As per Section 90, the documents are deemed received by the tenant on the 5<sup>th</sup> day after it was mailed.

Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for compensation for damage or loss; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Act*.

### Background and Evidence

The landlord provided into evidence the following documents:

- A copy of a tenancy agreement signed by the parties on February 18, 2009 for a month to month tenancy beginning on March 1, 2009 for a monthly rent of \$375.00 due on the 1<sup>st</sup> of each month with a security deposit of \$187.50 paid. The landlord testified the tenancy ended on or before June 30, 2012 and at the time the rent was \$430.00;

- Copies of the Condition Inspection Reports recording the condition of the rental unit at the start and at the end of the tenancy. Both documents are signed by both parties;
- 39 photographs showing the condition of the rental unit at the end of the tenancy; and
- Receipts for all amounts claimed in his Application.

The landlord submits the tenant vacated the rental unit a week or so prior to the end of the tenancy but did not return to clean the unit and only returned to complete the move out inspection and return the keys on June 29, 2012.

The landlord submits also that as a result of the condition of the rental unit the new tenants were not able to move into the unit until July 16, 2012. The landlord seeks compensation for all costs related to cleaning and repairs in the amount of \$439.45 and for lost rental income in the amount of \$215.00.

### Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

Section 37 of the *Act* requires a tenant who is vacating a rental unit to leave the unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all keys or other means of access that are in the possession and control of the tenant and that allow access to and within the residential property.

From the landlord's undisputed testimony I find the tenant failed to comply with his obligations under Section 37 and as a result the landlord has suffered a loss for both having to clean and repair the unit and for the lost income the landlord suffered from being unable to allow the new tenants into the unit.

### Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$704.45** comprised of \$654.45 compensation and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$187.50 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$516.95**.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

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 01, 2012.

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Residential Tenancy Branch