



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for unpaid rent and for damage to the unit pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing, although I waited until 9:13 a.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 9:00 a.m. The landlord attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions. The landlord testified that a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) was posted on the tenant's door on July 3, 2012. The landlord testified that she sent the tenant a copy of the landlord's dispute resolution hearing package by registered mail on August 29, 2012. The landlord provided a copy of the Canada Post Tracking Number to confirm this registered mailing. She said that the hearing package was returned to the landlord as unclaimed on September 20, 2012. I am satisfied that the landlord has served the above documents in accordance with the *Act*.

The landlord's corporate name was corrected at the hearing to that shown above, as the corporate name had been misspelled in the original application for dispute resolution.

Issues(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent and for damage arising out of this tenancy? Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested? Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

This fixed term tenancy agreement that was to cover the period from July 1, 2012 until September 30, 2012 commenced when the tenant occupied the rental unit on June 15,

2012. Monthly rent was set at \$650.00, payable in advance on the first of each month. The landlord continues to hold the tenant's \$325.00 security deposit paid on June 13, 2012.

The landlord and the landlord's caretaker testified that a joint move-in condition inspection occurred on June 20, 2012 and a joint move-out condition inspection happened on July 23, 2012, when possession of the rental unit was transferred to the landlord. The landlord entered into written evidence copies of the inspection reports for these two inspections.

The landlord's application for a monetary award of \$1,053.60 included the following items:

Item	Amount
Unpaid July 2012 Rent	\$650.00
July 2012 Late Fee	25.00
Carpet Cleaning	89.60
Carpet Repair	224.00
Key/Lock Replacement	65.00
Total Monetary Award Requested	\$1,053.60

The landlord testified that the tenant did not pay any portion of the \$650.00 identified as owing for July 2012 rent in the 10 Day Notice.

The landlord entered into written evidence a signed Security Deposit Statement that was included in the joint move-out condition inspection report. In that Statement, the tenant provided her written agreement that the amounts noted which at that time amounted to \$1,085.00 were owed to the landlord. In that Statement, the tenant also agreed that her \$325.00 security deposit could be applied against the amount owing. The balance due the landlord in that Statement was identified as \$805.00. The tenant signed this Statement in which she agreed that "If the total owing to the Landlord exceeds my deposit(s), I agree to pay the Landlord the excess amount."

The landlord also entered into written evidence copies of receipts for \$89.60 for carpet cleaning and \$224.00 for carpet repairs conducted on July 27, 2012. The landlord's caretaker testified that keys to the rental unit were not returned to the landlord because the tenant's male friend had taken sole possession of the rental unit from the tenant and failed to return these keys. Although the landlord's application for dispute resolution included the \$65.00 cost of replacing the keys and lock, the landlord provided no receipt

for this expense and testified that no invoice appears to have been sent to the landlord for this key and lock replacement work.

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, a Dispute Resolution Officer may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

Based on the undisputed evidence of the landlord, I find that the landlord is entitled to a monetary award of \$650.00 for unpaid rent for July 2012 and the \$25.00 late fee as set out in Section B of the signed Addendum to the Residential Tenancy Agreement (the Agreement).

I am also satisfied that the landlord is entitled to a monetary award of \$89.60 for the cost of cleaning the carpets at the end of this tenancy. This award is in accordance with Section C of the Addendum to the Agreement and the Security Deposit Statement signed by the tenant. I also find that the landlord has demonstrated entitlement to recover the \$224.00 in carpet repairs that the landlord incurred arising out of this tenancy.

As the landlord has not provided any receipts for the replacement of keys and locks arising out of this tenancy and has apparently not been invoiced for this expense, I dismiss the landlord's application to recover \$65.00 in losses arising out of the replacement of keys and locks during this tenancy without leave to reapply.

I allow the landlord to retain the tenant's security deposit plus applicable interest in partial satisfaction of the monetary award issued in this decision. No interest is payable over this period.

As the landlord has been successful in this application, I allow the landlord to recover the \$50.00 filing fee for the application from the tenant.

Conclusion

I issue a monetary Order in the landlord's favour under the following terms, which allows the landlord to recover unpaid rent, damage, losses and the filing fee from the tenant and to retain the tenant's security deposit:

Item	Amount
Unpaid July 2012 Rent	\$650.00
July 2012 Late Fee	25.00
Carpet Cleaning	89.60
Carpet Repair	224.00
Less Security Deposit	-325.00
Filing Fee for this Application	50.00
Total Monetary Order	\$713.60

The landlord is provided with these Orders in the above terms and the tenant must be served with a copy of these Orders as soon as possible. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: November 14, 2012

Residential Tenancy Branch

