



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders including the following:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for damage to the unit – Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was personally served with the application for dispute resolution and notice of hearing on September 12, 2012 in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy began on August 1, 2011 and ended on August 31, 2012. Rent of \$1,200.00 was payable monthly and at the outset of the tenancy, the Landlord collected \$600.00 as a security deposit. The Tenant failed to pay rental as follows:

- \$400.00 for June 2012;
- \$400.00 for July 2012; and
- \$1,200.00 for August 2012.

The Tenant further failed to leave the unit clean and undamaged and the Landlord claims \$60.00 in dump fees and \$100.00 for repairing the walls that had been painted and carpet that held paint stains.

Analysis

In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party and that costs for the damage or loss have been incurred or established. Based on the undisputed evidence of the Landlord, I find that the Landlord has substantiated that the Tenant failed to pay rental arrears and failed to clean the unit. As a result, I find that the Landlord is entitled to a monetary amount of **\$2,160.00**. The Landlord is also entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$2,210.00**. Setting the security deposit of **\$600.00** plus zero interest off the entitlement leaves **\$1,610.00** owing by the Tenant to the Landlord,

Conclusion

I Order that the Landlord retain the deposit and interest of \$600.00 in partial satisfaction of the claim and I grant the Landlord and Order under Section 67 of the Act for the balance due of **\$1,610.00**. If necessary, this Order may be filed in the Small Claims Court and 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: November 22, 2012.

Residential Tenancy Branch