



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This matter dealt with an application by the Landlord for a Monetary Order for compensation for damage to the unit, site or property, for compensation for loss or damage under the Act, regulations or tenancy agreement, to retain the Tenant's security deposit and to recover the filing fee for this proceeding.

The Landlord's Agent said she served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on November 9, 2012. Based on the evidence of the Landlord's Agent, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

Issues(s) to be Decided

1. Are there damages to the unit and if so how much?
2. Is the Landlord entitled to compensation for the damage and if so how much?
3. Are there other losses or damages and is the Landlord entitled to compensation?
4. Is the Landlord entitled to keep the Tenant's security deposit?

Background and Evidence

This tenancy started on July 1, 2011 as a fixed term tenancy with an expiry date of June 30, 2012 and then the tenancy continued on a month to month basis. Rent was \$950.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$475.00 on May 30, 2011. The Landlord said the tenancy ended on October 31, 2012 and the Tenant gave the Landlord proper written notice to end the tenancy on September 28, 2012. A move in condition inspection report was completed and signed by both the Tenant and the Landlord on June 28, 2011. A move out condition inspection report was completed and signed by the Landlord on October 31, 2012. As well the Landlord said the Tenant was told about the move out condition inspection but the Tenant did not attend the inspection meeting.

The Landlord agent said the Landlord is claiming carpet cleaning expenses of \$134.40, other cleaning of the unit of \$188.00 and hauling of items for the Tenant of \$48.00. The

Landlord's agent said the total claim against the Tenant's security deposit is \$370.40 plus the \$50.00 filing fee for this proceeding.

The Landlord's agent continued to say that they returned a portion of the Tenant's security deposit in the amount of \$104.60 on November 13, 2012; therefore they are requesting to retain the balance of the security deposit in the amount of \$370.40 and the Landlord is requesting a monetary order for \$50.00 to recover the filing fee.

The Landlord provided a copy of the tenancy agreement, the condition inspection reports, a copy of the Tenant's notice to end the tenancy and copies of paid invoices to the cleaning of the rental unit after the Tenant moved out.

Analysis

For a monetary claim for damage or loss to be successful an applicant must prove a loss actually exists, prove the loss happened solely because of the actions of the respondent in violation to the Act, the applicant must verify the loss with receipts and the applicant must show how they mitigated or minimized the loss.

The Landlord's agent has proved the loss existed and she verified the losses by providing receipts for the claims that the Landlord has made. I accept the Landlord's Agent's testimony that these damages and losses were caused by the Tenant and the costs were reasonable amounts as the unit was not left in a clean condition.

Consequently, I find the Landlord's Agent has established grounds to be awarded the costs for cleaning the rental unit in the amount of \$370.40.

As the Landlord has been successful in this matter, the Landlord is also entitled to recover from the Tenant the \$50.00 filing fee for this proceeding. I order the Landlord pursuant to s. 38(4) and s. 72 of the Act to keep the remaining balance of the Tenant's security deposit in full payment of the cleaning costs. The Landlord will receive a monetary order for the balance owing as following:

	Cleaning costs	\$	370.40
	Recover filing fee	\$	50.00
	Subtotal:	\$	420.40
Less:	Balance of the Security Deposit	\$	370.40
	Subtotal:	\$	370.40
	Balance Owing to Landlord	\$	50.00

Conclusion

I Order the Landlord to retain \$370.40 of the Tenants security deposit as full settlement of the Landlord's cleaning claims.

A Monetary Order in the amount of \$50.00 has been issued to the Landlord. A copy of the Order must be served on the Tenant: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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: February 05, 2013

Residential Tenancy Branch

