



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC, MNSD, FF

### Introduction

This is an application filed by the Landlord for a monetary order for money owed or compensation for damage or loss, to keep all or part of the security deposit and recovery of the filing fee.

The Landlord attended the hearing by conference and gave undisputed testimony. The Tenant did not attend or submit any documentary evidence. The Landlord states that the Tenant was served with the notice of hearing package and evidence on November 20, 2012 by Canada Post Registered Mail and has provided in his direct testimony the Customer Tracking Number as confirmation. I accept the undisputed testimony of the Landlord and find that the Tenant was properly served with the notice of hearing package and evidence submitted.

### Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

### Background, Evidence and Analysis

This Tenancy began on March 1, 2012 on a month to month basis as shown by the submitted copy of the signed tenancy agreement. The monthly rent was \$950.00 and a security deposit of \$475.00 was paid.

The Landlord seeks a monetary claim of \$708.85. This consists of \$8.94 for new keys to be cut, \$390.50 for wages, \$135.00 for carpet cleaning, \$12.50 for dump fees and \$111.91 for cleaning supplies.

The Landlord states that the Tenancy ended on October 31, 2012. The Landlord states that when he attended the rental unit on October 31, 2012 he discovered that the rental

was left in a dirty state. The Landlord relies on the incomplete condition inspection report for the move-in and the move-out as well as some photographs. The Landlord has only submitted receipts for \$8.94 from Terry's Lock and Security for 2 keys, a receipt for \$11.88 from Canadian Tire and a receipt from Walmart for \$100.03 for cleaning supplies. The Landlord has clarified that the \$390.50 for wages was for cleaning labour. The Landlord states that he paid two labourers at \$15.00 an hour for a total of 10 hours for \$150.00, another labourer \$20.00 at 7 hour for \$140.00 and another at \$35.00 at 7 hours for \$245.00.

When a party makes a claim for damage or loss the burden of proof lies with the applicant 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.

I accept the undisputed testimony of the Landlord and find that the Landlord has established a claim for a monetary order for damage to the rental. However I find that the Landlord has failed to provide sufficient evidence to satisfy me on his entire claim. The Landlord has failed to provide proof of the actual amounts required for compensation (receipts/invoices). Based upon the receipts submitted by the Landlord, I find that a monetary claim for \$8.94 for keys and \$111.91 for cleaning supplies has been established.

The Landlord has also made claim for \$390.50 for wages (cleaning labour), however the Landlord has only provided a verbal breakdown of the claim. The Landlord relies strictly on the photographs and the incomplete condition inspection reports. In reviewing the Landlord's claim for \$390.50, I find that this is inconsistent with the total of the labour which equals \$535.00 (\$150.00+\$140.00+\$245.00). I find that the Landlord has not established a claim for this amount, but I am satisfied that a claim for damages for cleaning is warranted. I grant a nominal award of \$200.00.

The remaining portions of the monetary claim are dismissed for insufficient evidence.

The Landlord has established a total monetary claim of \$320.85. The Landlord is also entitled to recovery of the \$50.00 filing fee. As the Landlord currently holds a \$475.00

security deposit, I order that the Landlord retain the \$370.85 monetary claim from the deposit and return the difference of \$104.15.

The Tenant is granted a monetary order for \$104.15. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

The Landlord may retain \$370.85 from the security deposit.  
The Tenant is granted a monetary order of \$104.15.

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 22, 2013

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Residential Tenancy Branch

