



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Wall Financial Corporation
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, 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, for damage to the rental unit, and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in 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 9:44 a.m. in order to enable him to connect with this teleconference hearing scheduled for 9:30 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 on January 28, 2013, the tenant handed one of the landlord's representatives a written notice to end this tenancy by February 28, 2013. The landlord testified that the landlord sent the tenant a copy of the landlord's dispute resolution hearing package by registered mail on March 15, 2013 to the tenant's forwarding address he provided to the landlord. I am satisfied that the landlord served this package to the tenant in accordance with the *Act*.

Issues(s) to be Decided

Is the landlord entitled to a monetary award for damage and losses arising out of this tenancy? Is the landlord entitled to retain all or a portion of the tenant's security deposit in 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 tenancy began as a 6-month fixed term tenancy on August 1, 2012. At the end of this fixed term, the tenancy continued for the final month as a periodic tenancy, until the tenant vacated the rental unit on February 28, 2013. Monthly rent was set at \$1,215.00,

payable in advance on the first of each month. The tenant paid the landlord a \$607.50 security deposit on July 9, 2012. The landlord provided undisputed sworn testimony and written evidence that \$267.50 of the tenant's security deposit has been returned to the tenant. The landlord continues to retain \$340.00 from the tenant's security deposit.

The landlord entered into written evidence a copy of the August 1, 2012 joint move-in and February 28, 2013 joint move-out condition inspection reports.

The landlord's application for a monetary award of \$340.00 included the following items, each of which was supported by invoices or receipts documenting the landlord's losses arising out of this tenancy:

Item	Amount
General Cleaning	\$90.00
Blinds Cleaning	65.00
Carpet Cleaning	65.00
Window Cleaning	30.00
Tax on Above Items	30.00
Remainder of Late Fee for Rent Payment	10.00
Recovery of Filing Fee for this Application	50.00
Total Monetary Award Requested	\$340.00

The landlord also entered into evidence photographs of the condition of the rental unit at the end of this tenancy.

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. Section 37(2) of the *Act* also requires a tenant to "leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear." 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 oral, written and photographic evidence of the landlord and after considering the joint move-in and move-out condition inspection reports, I find that the landlord has demonstrated entitlement to a monetary award for losses and damage

arising out of this tenancy. I find that the tenant did not leave the premises in reasonably clean condition as required by section 37(2) of the *Act* and that the landlord has incurred losses to restore the premises to a condition whereby it could be rented. I note that the landlord acted very quickly in cleaning the premises and re-renting it to another tenant who took occupancy on March 1, 2013.

I find that the landlord is entitled to a monetary award of \$290.00 for losses and damage arising out of this tenancy. As the landlord has been successful in this application, I allow the landlord to recover the \$50.00 filing fee from the tenant.

I allow the landlord to retain the \$340.00 monetary award from the remaining value of the tenant's security deposit, plus applicable interest. No interest is payable over this period.

Conclusion

I issue a monetary award in the landlord's favour in the amount of \$340.00, which enables the landlord to recover losses and damage arising out of this tenancy and the filing fee for the landlord's application. To implement this award, I order the landlord to retain all of the remaining \$340.00 from the tenant's security deposit. As the landlord has already returned \$267.50 from the tenant's security deposit, I have no need to issue a monetary Order to either party with respect to this decision.

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: June 06, 2013

Residential Tenancy Branch

