



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HUGH & MCKINNON REALTY LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNDC, MNSD, 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 Tenants' security deposit and to recover the filing fee for this proceeding.

The Landlord's Agent said she served the Tenants with the Application and Notice of Hearing (the "hearing package") by registered mail on March 21, 2013. Based on the evidence of the Landlord's Agent, I find that the Tenants were served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenants' 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 Tenants' security deposit?

Background and Evidence

This tenancy started in May, 2007 as a one year fixed term tenancy and this agreement started on June 1, 2008 as a month to month tenancy. Rent was \$1,450.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$700.00 on May 7, 2007. The Landlord said the Tenant moved out of the rental unit in March, 2013 and left the rental unit in an unclean state. The Landlord's agent said there is a move in condition inspection report which was done on May 5, 2007 and a move out condition inspection report that was completed on March 5, 2013.

The Landlord's agent said the reports show that the unit was left in an unclean and damaged state and that is the reason the Landlord is applying for the following compensation. The Landlord's agent submitted receipts for work done and photographs of the rental unit on move out to support the application as well.

1. Cleaning expenses	\$504.00
2. Repair work	\$235.20
3. NSF charges outstanding	\$ 67.00
Total	\$806.20

The Landlord's agent said they have amended the application for the security deposit of \$700.00 and the accrued interest on the security deposit of \$17.54 for a total of \$717.54 as full settlement of the Landlord's damage claims.

The Landlord's agent also requested to recover the filing fee of \$50.00.

Analysis

For a monetary claim for damage of 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 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 Tenants and the costs were reasonable amounts to clean and repair the unit. Consequently, I find the Landlord's Agent has established grounds to be awarded the costs for cleaning of \$504.00, the costs of repairs of \$235.20 and to recover NSF charges of \$67.00. As well since the Landlord is satisfied with retaining the Tenants' security deposit and accrued interest as full settlement of the Landlord's claims, I order the Landlord to retain the Tenants' security deposit and accrued interest in the amount of \$717.54 as full settlement of the Landlord's claims.

As the Landlord has been successful in this matter I order the Landlord pursuant to s. 38 and 72 of the Act to keep the Tenant's security deposit and accrued interest as full settlement of the Landlord's damage claims and a monetary order has been issued to the Landlord for the \$50.00 filing fee.

Conclusion

The Landlord is ordered to retain the Tenants' security deposit and accrued interest in the amount of \$717.54 as full settlement of the Landlord's damage claims.

A monetary Order has been issued to the Landlord in the amount of \$50.00 for the filing fee for this proceeding.

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 18, 2013

Residential Tenancy Branch

