



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Capreit LP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent.

The landlord testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on March 15, 2013 in accordance with Section 89. As per Section 90, the documents are deemed received by the tenant on the 5th day after it was mailed.

Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for damage and cleaning of the rental unit; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 44, 67, and 72 of the *Act*.

Background and Evidence

The landlord provided a copy of a tenancy agreement signed by both parties on January 24, 2012 for a 1 year fixed term tenancy beginning on February 1, 2012 that converted to a month to month tenancy on February 1, 2013 for the monthly rent of \$1,250.00 plus \$25.00 parking and a security deposit of \$625.00 paid.

The landlord testified the tenant's final rent cheque was returned from their financial institution as being insufficient funds and the tenant never paid rent for the month of February 2013. The landlord seeks the amount of rent and parking, as well as NSF charges in the amount of \$25.00.

The landlord has provided a copy of a Condition Inspection Report recording the condition of the rental unit at both the start and the end of the tenancy. The landlord testified the tenant did not attend the move out inspection. The report indicates the carpets/flooring required cleaning; oven and cabinet cleaning; there were holes in a the screen in the living room window; a broken door in the bedroom; marks on the wall of bedroom 2 and a stain on the wall in the den.

The landlord seeks compensation for the damage repair in the amount of \$135.00 for 3 hours work at \$45.00 per hour; general cleaning (stove and cabinets) \$45.00 for 1 hours work at \$45.00 per hour and carpet cleaning at \$150.00.

Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

Based on the undisputed testimony and evidence of the landlord I find the landlord has established the tenant failed to pay rent and parking for the month of February 2013. However, as there is no clause in the tenancy agreement allowing the landlord to charge the tenant with NSF fees incurred, I dismiss the portion of the landlord's claim requesting reimbursement of NSF charges.

Section 37 of the *Act* requires a tenant who is vacating a rental unit to leave the unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all keys or other means of access that are in the possession and control of the tenant and that allow access to and within the residential property.

Based on the undisputed evidence and testimony of the landlord I accept the condition of the rental unit as recorded in the Condition Inspection Report and find the landlord has established the value of the cost to repair damage recorded; to clean the areas requiring cleaning; and to have the unit's carpets cleaned.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,655.00** comprised of \$1,275.00 rent and parking owed; \$330.00 for cleaning and repairs; and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$625.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$1,030.00**.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: June 07, 2013

Residential Tenancy Branch