



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes:

MNSD, MNDC, MND, MNR, FF

Introduction

This Dispute Resolution hearing was set to deal with an Application by the landlord for a monetary order for rent, cleaning of the suite and repairs. The landlord was seeking to retain the security deposit in satisfaction of the claim.

Despite being served by registered mail sent on May 23, 2013, as confirmed by the Canada Post tracking number, the respondent did not appear and the hearing proceeded in their absence.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation under section 67 of the *Act* for damages or loss?

Background and Evidence

The landlord testified that the tenancy began on April 16, 2013 and the rent was \$1,350.00 per month. A security deposit of \$675.00 was paid. The landlord testified that the tenant failed to pay rent due on May 1, 2013 and a 10-Day Notice to End Tenancy for Unpaid Rent was served on the tenant. The landlord testified that the tenant vacated the suite on May 10, 2013, leaving it not cleaned and also in need of repairs.

The landlord is claiming \$435.38 for unpaid rent for May 2013, \$150.00 for repairs to the cable damaged by the tenant, \$143.45 for washing machine repairs, \$6.70 for a replacement curtain rod damaged by the tenant, cleaning and repair labour costs of \$60.00 and the \$50.00 cost of the application.

The landlord submitted into evidence a copy of the tenancy agreement, copies of the move-in and move-out condition inspection reports, copies of receipts and invoices and proof of service.

The total monetary claim is for \$845.63.

Analysis

With respect to \$435.48 rent owed for the 10 days in May 2013, I find that section 26 of the Act states that rent must be paid when it is due, under the tenancy agreement. In this instance, I find that the tenant did not pay the rent when it was due. Accordingly, I find that the landlord is entitled to \$435.48.00 rent.

In regard to the landlord's claim for cleaning and repairs, it is important to note that in a claim for damage or loss under the Act, the party claiming the damage or loss bears the burden of proof and the evidence furnished by the applicant must satisfy each component of the test below:

Test For Damage and Loss Claims

1. Proof that the damage or loss exists,
2. Proof that this damage or loss happened solely because of the actions or neglect of the tenant of the Act or agreement,
3. Verification of the actual amount required to compensate for the claimed loss or to rectify the damage,
4. Proof the claimant took steps pursuant to section 7(2) of the Act minimize the loss.

In this instance, the burden of proof is on the claimant, that being the landlord, to 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 respondent.

Section 37(2) of the Act states, upon vacating a rental unit, the tenant must leave it reasonably clean and undamaged, except for reasonable wear and tear.

I accept the landlord's undisputed testimony that the tenant's failure to comply with section 37 of the Act caused the landlord to incur costs of \$150.00 for repairs to the cable damaged by the tenant, \$143.45 for washing machine repairs, \$6.70 for a replacement curtain rod damaged by the tenant and \$60.00 in cleaning and repair labour costs of \$60.00 for total cleaning and repair costs of \$360.15.

Accordingly I find the landlord is entitled to compensation in the amount of \$845.63 comprised of rent of \$435.48, cleaning and repairs of \$360.15 and the \$50.00 cost of the application.

I order that the landlord retain the tenant's \$675.00 security deposit in partial satisfaction of the claim leaving \$170.63 still outstanding.

I hereby grant a monetary order in favour of the landlord in the amount of \$170.63. This order must be served on the landlord and may be enforced in small claims court if necessary

Conclusion

The landlord's application is successful and the landlord is granted a monetary order for rent, damages and the cost of the application.

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: August 27, 2013

Residential Tenancy Branch

