



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MacDonald Commercial Real Estate Services Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNDC, MNSD, MNR, FF

Introduction

This matter dealt with an application by the landlord for a Monetary Order for compensation for cleaning and repairs to the rental unit, loss of rent and revenue, to recover the filing fee for this proceeding and to keep the tenant's security deposit in partial payment of those amounts. Only the landlord's agent attended.

Issues(s) to be Decided

Is the Landlord entitled to compensation for cleaning, loss of rent and repairs and if so, how much?

Background and Evidence

Based upon the testimony of the landlord's agent J.Y. I find that the tenant was served with the dispute resolution package by hand on June 13, 2013. Based upon the evidence of J.Y. I find that this fixed term tenancy started on September 15, 2012 and ended on June 7, 2013 when the Tenant moved out prior to the end of the term which would have ended on August 31, 2014. Rent was \$ 3,700.00 per month payable in advance on the 1st day of each month. The tenant paid a security deposit of \$ 1,850.00 at the beginning of the tenancy. J.Y. testified that rents for May amounting to \$ 3,700.00 as well as rent up to and including June 7, 2013 amounting to \$ 863.33 were unpaid. At the hearing and although not in the application the landlord sought to amend the application to also claim lost of revenue for the remainder of June. I have not permitted this amendment as it would be unfair to the tenant who did not have notice of

this claim. The landlord claimed for the cost of cleaning the interior of the house at \$ 598.50 and possessed a bill for that amount although not produced at the hearing. The landlord claimed for the cost of changing broken locks which actually cost \$ 120.00 and minor interior repairs at \$ 120.00. These amounts were verified by J.Y. although no bills were produced at the hearing. The landlord also claimed \$ 1,00.00 for wall damage repair and \$ 500.00 for yard work. The landlord did not have actual bills or receipts for the cost of that work and those amounts were estimated prior to the completion of the work. I am not satisfied that the landlord had proved that it paid those amounts and I have dismissed those claims. The landlord also claimed for the recovery of this filing fee at \$ 100.00 and a filing fee of \$ 50.00 previously awarded in another application.

Analysis

The tenant is required to maintain the standards set out in the Act. The tenant is not required to make repairs for reasonable wear and tear. The applicant has the burden of proof to establish the claim on the evidence presented at the hearing.

I find based upon the evidence of the landlord and in absence of any evidence from the tenant that all of the items claimed by the landlord except for the yard work and wall repairs were proven as incurred. I find that the landlord has proven a claim totalling \$ 5,401.83. As the landlord has been mostly successful in this matter, I find pursuant to s. 72 of the Act that they are also entitled to recover the \$ 100.00 filing fee for this proceeding. I have dismissed the claim for the recovery of the previously awarded filing fee of \$ 50.00 as it cannot be claimed a second time. I order the landlord pursuant to s. 38(4) of the Act to retain the tenant's security deposit inclusive of interest amounting to \$ 1,850.00 in partial payment of the rent arrears. The landlord will receive a Monetary Order for the balance owing.

Calculation of Monetary Award

Rental Arrears (May 2013)	\$ 3,700.00
Rental Arrears (until June 7, 2013)	\$ 863.33
House cleaning	\$ 598.50
Change locks	\$ 120.00
Minor repairs	\$ 120.00
Filing Fees for the cost of this application	\$ 100.00
Less Security Deposit and interest	-\$1,850.00
Total Monetary Award	\$3,651.83

Conclusion

In summary I ordered that the respondent pay to the applicant the sum of \$ 5,401.83 in respect of this claim plus the sum of \$ 100.00 in respect of the filing fee for a total of \$ 5,501.83. I order that the landlord retain the security deposit amounting to \$ 1,850.00 inclusive of interest. I grant the landlord a Monetary Order in the amount of **\$3,651.83** and a copy of it must be served on the tenant. If the amount is not paid by the tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced as an Order of that Court. I have dismissed all other claims made by the landlord but grant leave to reapply for any loss of revenue beyond June 7, 2013.

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: September 17, 2013

Residential Tenancy Branch

