



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes                      MNR, MNDC, MNSD, 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 partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing by conference call and gave testimony. Both parties confirmed receipt of the landlord's notice of hearing package the landlord's submitted documentary evidence. The tenant confirmed in his direct testimony that no documentary evidence was submitted by the tenant. I find based upon the undisputed testimony of both parties that each party has been properly served with the landlord's notice of hearing package and the submitted documentary evidence of the landlord pursuant to sections 88 and 89 of the Act.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent, for damage to the rental, for money owed or compensation for damage or loss, authorization to retain all or part of the security deposit and recovery of the filing fee?

### Background and Evidence

This tenancy began on March 1, 2014 on a fixed term tenancy ending on February 28, 2015 and then thereafter on a month to month basis as shown by the submitted copy of the signed tenancy agreement dated February 8, 2014. The monthly rent was \$1,400.00 payable on the 1<sup>st</sup> of each month and a security deposit of \$700.00 and a pet damage deposit of \$700.00 were paid. A condition inspection report for the move-in was completed on March 6, 2014. A condition inspection report for the move-out was completed without the tenant on July 31, 2014. The tenant's forwarding address in writing was received by the landlord on August 26, 2014 by text.

The landlord seeks a monetary claim of \$1,840.00 which consists of:

- \$1,400.00 for unpaid rent for July 2014;
- \$400.00 for the cost of professional cleaning; and
- \$40.00 for the cost of junk removal.

The landlord stated that the tenant breached the fixed term tenancy by ending it prematurely on July 31, 2014. The landlord stated that the tenant failed to pay rent for July 2014 of \$1,400.00. The landlord stated that the tenants vacated the rental on July 31, 2014 and failed to attend for the scheduled condition inspection report for the move-out. The landlord stated that the tenants left the rental unit dirty requiring cleaning and the removal of junk on the rental property.

The landlord relied upon the condition inspection report for the move-in completed at the beginning of the tenancy and the incomplete condition inspection report at the end of the tenancy to show the condition of the rental property.

The landlord submitted copies of text messages, a receipt for professional cleaning dated August 1, 2014 for \$400.00, and an emailed receipt for \$365.40 for junk removal. The landlord also seeks authorization to retain the security and pet damage deposits to offset the landlord's monetary claim.

The tenant conceded in his direct testimony that July rent of \$1,400.00 was not paid. The tenant also conceded that the rental unit was left dirty and that various items were left that would require disposal. The tenant did not dispute the landlord's monetary claims supported by copies of the invoices/receipts.

### 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. 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.

The tenant conceded in his direct testimony that no rent was paid for July 2014 of \$1,400.00, that the rental was left dirty requiring cleaning and the disposal of various items left after the tenant vacated the rental. The landlord has also submitted copies of the condition inspection report and invoices/receipts for the claims which are not disputed by the tenant.

Based upon the direct testimony of the tenant, I find that the landlord has established a total claim of \$1,840.00 for unpaid rent of \$1,400.00, cleaning costs of \$400.00 and \$40.00 for a disposal charge.

The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$700.00 security and the \$700.00 pet damage deposits in partial satisfaction of the claim. The landlord is granted a monetary order under section 67 for the balance due of \$490.00.

#### Conclusion

The landlord is granted a monetary order for \$490.00.

Both parties came to an agreement that the tenants will make payment of the \$490.00 outstanding balance to the landlord by April 15, 2015.

This order must be served upon the tenants. This order may be filed in the Small Claims Division of the Provincial Court and 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: April 9, 2015

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Residential Tenancy Branch

