



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, MNSD, MNR, 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

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 October 10, 2014 in accordance with Section 89. Section 90 of the *Act* deems documents served in such a manner to be received on the 5th day after they have been 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 losses resulting from the tenancy; 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, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord submitted into evidence a copy of a tenancy agreement signed by the parties for a tenancy that began on September 15, 2013 as a 11 month and 17 day fixed term tenancy that converted to a month to month tenancy on September 2, 2014 for the monthly rent of \$1,100.00 due on the 1st of each month with a security deposit of \$550.00 paid. The tenancy ended September 30, 2014.

The landlord submits that the tenant had failed to pay rent for the month of January 2014 and that the parties had agreed the tenant would pay the landlord an additional \$150.00 per month for each month, except September 2014. They had agreed to pay

the landlord \$200.00 in September 2014. These amounts were on top of the rent owed for each of these months.

The landlord submits that each month the tenant failed to pay the full amount each month and in September the tenants paid only ½ month's rent. As such, the landlord claims \$950.00 for all of the unpaid rent.

The landlord has also submitted a copy of a Condition Inspection report recording damage to a soap dish that required replacement at a cost of \$80.00. In addition, the landlord claims \$50.00 for noise bylaw infraction imposed by the strata against the tenant. The tenant acknowledged the fine in a text message submitted into evidence.

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 landlord's undisputed testimony I find the tenant has failed to pay the rent for the tenancy as described by the landlord. I am satisfied the landlord has established the amount of unpaid rent at \$950.00.

I also find, based on the landlord's undisputed testimony and documentary evidence the tenant was responsible for the payment of \$50.00 noise bylaw fine.

Section 37 of the *Act* states that when a tenant vacates a rental unit at the end of a tenancy the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear and give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

From the landlord's undisputed testimony and documentary evidence I find the landlord has established the tenant's damaged the soap dish and it required replacement. I find the landlord has established the value at \$80.00.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,130.00** comprised of \$950.00 rent owed; \$50.00 strata fine; \$80.00 soap dish replacement 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 \$550.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$580.00**. 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: May 21, 2015

Residential Tenancy Branch

