



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, 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 and her agent.

The landlord provided documentary evidence to confirm 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 16, 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 documentary evidence 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 damage to 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, 67, and 72 of the *Act*.

Background and Evidence

The landlord provided a copy of a tenancy agreement signed by the parties on January 7, 2011 for a month to month tenancy beginning on February 1, 2011 for a monthly rent of \$1,200.00 due on the 1st of each month with a security deposit of \$600.00 paid. There is a hand written notation on the side of the rent amount that states "Now \$1245.00". The landlord submits the tenancy ended on October 1, 2014.

The landlord has submitted a Condition Inspection Report recording the condition of the rental unit at both the start and end of the tenancy. I note that both parties signed the Report at the start of the tenancy but only the landlord's agent signed the Report at the

end of the tenancy. The landlord has submitted photographic evidence in support of her claim.

The landlord seeks the following compensation:

Description	Amount
Blinds	\$797.44
Carpet Cleaning	\$315.00
Cleaning	\$160.00
Blind installation	\$200.00
Ceiling Repair	\$650.00
Sundry – toilet seat; vent cover; towel bar tighten; switch plates	\$100.00
Overholding – 1 day	\$40.16
Total	\$2,262.60

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.

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.

Based on the landlord's undisputed evidence and testimony I find the landlord has established the tenant has failed to comply with the requirements under Section 37 of the *Act* in leaving the rental unit reasonably cleaned and undamaged. I am satisfied the landlord has provided sufficient evidence to establish the value of the financial losses she has suffered as a result of this violation of the *Act*.

Section 57 of the *Act* defines overholding as a tenant who continues to occupy a rental unit after the tenant's tenancy is ended. Section 57(3) allows a landlord to claim compensation from an overholding tenant for any period that the overholding tenant occupies the rental unit after the tenancy is ended.

I am satisfied, based on the landlord's undisputed evidence and testimony the landlord has established that the tenant failed to vacate the rental unit on September 30, 2014 as was noted in his notice to end the tenancy and as such I find the landlord is entitled to compensation for 1 day of overholding as claimed.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$2,312.60** comprised of \$2,262.60 as noted above 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 \$600.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$1,712.60**. 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 25, 2015

Residential Tenancy Branch

