



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a Monetary Order for unpaid rent, for loss of rent, for compensation under the Act and the tenancy agreement, for damage and cleaning of the rental unit and to recover the filing fee for the Application.

Only the Landlord Tenant appeared at the hearing. He gave affirmed testimony and was provided the opportunity to present his evidence orally and in written and documentary form, and to make submissions to me.

The Landlord testified he personally served the Tenant with the Notice of Hearing and his Application on November 22, 2014; accordingly, I find the Tenant was duly served as of November 22, 2014.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue to be Decided

Is the Landlord entitled to monetary compensation from the Tenant?

Background and Evidence

This tenancy began March 4, 2014. Monthly rent was payable in the amount of \$700.00. The Landlord testified that the parties did not enter into a written tenancy agreement.

The Landlord testified that during the second week of April in 2014, the Tenant told him that he was going to be out of the country for 30 days. Instead, the Tenant left for four months returning on July 9, 2014. During this time, the Tenant's mother paid for two month's rent such that two months remained outstanding.

The Landlord testified that when the Tenant returned to Canada on July 9, 2014 two additional people moved into the rental unit with the Tenant without the Landlord's consent, and without paying any additional amounts.

The Landlord stated that on October 12, 2014, the Tenant moved out of the rental unit without any notice and without cleaning the inside or outside of the rental unit. According to the Landlord, he and his wife, spent five to six hours cleaning, as well as taking the Tenant's garbage, including broken benches, and mattresses to the dump. The Landlord sought the sum of \$150.00 for reimbursement for cleaning as well as an additional \$150.00 in expenses relating to the garbage disposal fees and gasoline for which he sought compensation.

The Landlord further testified that due to the condition the rental unit was left in by the Tenant, he was not able to rent the rental unit for November 2014. Although he testified that he lost this amount of rental income, he confirmed he was not seeking compensation for November 2014 rent.

The Landlord did not submit any photos, or receipts to substantiate the amounts claimed. He stated that he misplaced the receipt for the garbage disposal fees.

The Landlord claims as follows:

Rent for September 2014	700.00
Rent for October 2014	700.00
Cleaning costs	150.00
Dump fees, gasoline and expenses relating to removing the Tenant's garbage	50.00
Filing fee	50.00
Total claimed	\$1,750.00

Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities.

Awards for compensation are provided in sections 7 and 67 of the *Act*. Accordingly, an applicant must prove the following:

1. that the other party violated the *Act*, regulations, or tenancy agreement;
2. that the violation caused the party making the application to incur damages or loss as a result of the violation;
3. the value of the loss; and,
4. that the party making the application did whatever was reasonable to minimize the damage or loss.

In this instance, the burden of proof is on the Landlords to prove the existence of the damage/loss and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the Tenant. Once that has been established, the Landlords must then provide evidence that can verify the value of the loss or damage. Finally it must be proven that the Landlords took reasonable steps to minimize the damage or losses that were incurred.

Based on all of the above, the evidence and testimony, and on a balance of probabilities, I find as follows.

I accept the Landlord's undisputed testimony that the Tenant did not pay rent for September or October 2014. Accordingly, I award the Landlord the sum of \$1,400.00 representing rent for those two months.

I also accept the Landlord's undisputed testimony that the Tenant did not clean the rental unit when he left in October of 2014, and that this has caused losses to the Landlord. I accept the Landlord's undisputed testimony that he and his wife spent five to six hours cleaning the rental unit, and I award them the \$150.00 claimed as I find this to be a reasonable request.

As the Landlord failed to introduce any evidence of the garbage disposal fee or gasoline, I decline his request for compensation for these two expenses.

The Landlord, having been substantially successful is entitled to recover the \$50.00 fee paid to file is application.

Therefore, I allow the Landlords **\$1,600.00** for the following:

Rent for September 2014	700.00
Rent for October 2014	700.00
Cleaning costs	150.00
Filing fee	50.00
Total allowed	\$1,600.00

The Landlord is granted a Monetary Order for this amount. This Order may be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court.

Conclusion

The Landlord is awarded a Monetary Order for the sum of **\$1,600.00** comprised of outstanding rent for September and October 2014, cleaning costs of \$150.00 and the filing fee. Landlord is decision is final and binding on the parties, unless otherwise provided under the Act, and 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: June 02, 2015

Residential Tenancy Branch

