



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord) filed under the Residential Tenancy Act, (the “Act”), for a monetary order for unpaid rent, for damages to the unit and for an order to retain the security deposit in partial satisfaction of the claim.

At the outset of the hearing the landlord’s agent indicated the issue of unpaid rent and the security deposit was dealt with at a prior hearing. The only issue to consider at today’s hearing is their claim for a monetary order for damages to the rental unit.

As the tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord’s agent testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail sent on February 5, 2015, which was successfully delivered to the tenant on February 10, 2015. A Canada post tracking number was provided as evidence of service. I find that the tenant has been duly served in accordance with the Act.

### Issue to be Decided

Is the landlord entitled to a monetary order for damages?

### Background and Evidence

The tenancy began on January 1, 2012. Current rent in the amount of \$725.00 was payable on the first of each month. A security deposit of \$350.00 was paid by the tenant.

The parties were at a dispute resolution hearing on February 10, 2015, the parties entered into a settlement agreement. The landlord was granted permission to retain the security deposit in partial satisfaction for unpaid rent. The landlord was granted a monetary order for the balance due of unpaid rent.

The landlord's agent testified that they seek a monetary order for the amount of \$390.00 as that was the total amount the tenant agreed to pay for damages at the end of the tenancy. Filed in evidence is a copy of the move-out condition inspection report.

### Analysis

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

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, landlord has the burden of proof to prove their claim.

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.

Section 7(2) of the Act states a landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

I have reviewed the move-out condition inspection report. In the report, the tenant agreed to the following : painting \$20.00, suite cleaning \$50.00, carpet cleaning \$110.00, repair to carpet \$40.00, and missing bedroom and dining room blind \$170.00. The total amount the tenant agreed to pay was the amount of \$390.00.

I find the tenant breached the Act, when they failed to have the said items cleaned or repaired at the end of the tenancy, and this caused losses to the landlord. Therefore, I find the landlord is entitled to recover for damages the amount of **\$390.00**.

I find that the landlord has established a total monetary claim of **\$440.00** comprised of the above described amount and the \$50.00 fee paid for this application. I grant the landlord an order pursuant to section 67 of the Act.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

Conclusion

The landlord is granted a monetary order in the above noted amount.

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: August 14, 2015

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Residential Tenancy Branch

