



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Homelife Peninsula Property Management  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNSD, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on June 17, 2015, the tenants did not participate in the conference call hearing. The landlord gave affirmed evidence.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background, Evidence

The landlord's testimony is as follows. The tenancy began on June 1, 2014 and ended on May 31, 2015. The tenants were obligated to pay \$950.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$475.00 security deposit. Condition inspection reports were conducted at move in and move out. At the move out condition inspection, the landlord noted that the suite and carpets needed cleaning and the window blinds needed repairing. The tenant signed the report agreeing to the cleaning and repairs required. The landlord stated that when they advised the tenant of the total costs to address the issues, the tenant became angry and didn't want to pay. The landlord stated that they filed for arbitration to resolve the matter.

The landlord is applying for the following:

1.	Suite cleaning	\$75.00
2.	Carpet cleaning	\$147.00
3.	Blind Repair	\$75.00
4.	Filing Fee	\$50.00
	Total	<b>\$347.00</b>

### Analysis

Section 67 of the Act states that when a party makes a claim for damage or loss the burden of proof lies with the applicant to establish their claim. **To prove a loss the applicant must satisfy all four of the following four elements:**

1. Proof that the damage or loss exists,
2. Proof that the damage or loss occurred due to the actions or neglect of the other party in violation of the Act, Regulation or tenancy agreement,
3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage, and
4. Proof that the applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

The landlord submitted the signed condition inspection report from both parties and receipts to support their claim. Based on the above and in the absence of any disputing testimony or evidence from the tenant, I find that the landlord is entitled to \$347.00.

Conclusion

The landlord has established a claim for \$347.00. I order that the landlord retain \$347.00 from the security deposit and return the balance of \$128.00 to the tenant. I grant the tenant an order under section 67 for the balance due of \$128.00. This order may be filed in the Small Claims 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: November 24, 2015

---

Residential Tenancy Branch

