



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NPR Limited Partnership
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MNDC, 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 August 5, 2015, the tenants did not participate in the conference call hearing. The landlords gave affirmed evidence.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence

The landlord's undisputed testimony is as follows. The tenancy began on July 1, 2013 and ended on June 30, 2015. The tenants were obligated to pay \$1350.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$650.00 security deposit. The landlords stated that the unit was renovated prior to the tenants moving in. The landlords stated that the unit was in excellent condition at move in, but had deteriorated beyond normal wear and tear at move out.

The landlords stated that they incurred costs to clean the suite, remove extensive amounts of garbage and required repairs to the stove, walls, closet doors, and steps as a result of the tenants' negligence and recklessness. The landlord stated that the items the tenants damaged were all new when the tenants moved in. The landlord stated that the parties conducted the move in condition inspection report together. The landlord stated that the move out condition inspection report was conducted in the absence of the tenants as the tenants had "skipped out" without notice. The landlords stated that despite their attempts at trying to resolve this matter the tenants cut off communication.

The landlord is applying for the following:

1.	Cleaning the suite	\$200.00
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2.	Garbage Removal	\$240.00
3.	Repairs	\$1819.25
4.		
5.		
6.	Filing fee	\$50.00
	Total	\$2309.25

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party.

Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. In this case, the onus is on the landlord to prove on the balance of probabilities that the tenant caused the damage and that it was beyond reasonable wear and tear that could be expected for a rental unit of this age.

The landlord submitted extensive documentation to support their claims; the condition inspection report, receipts, photos and undisputed testimony. Based on the above, and in the absence of any disputing testimony or documentation from the tenant, the landlord has satisfied me of their claim in its entirety. I find that the landlord is entitled to the amount as sought. The landlord is entitled to \$2309.25.

Conclusion

The landlord has established a claim for \$2309.25. I order that the landlord retain the \$650.00 security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1659.25. 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: January 25, 2016

Residential Tenancy Branch

