



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNDC, MNSD

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- authorization to recover the filing fee for its application from the tenant, pursuant to section 72.

The landlord testified and supplied documentary evidence that he served the tenants with the Notice of Hearing and Application for Dispute Resolution by registered mail, sent on February 20, 2016, and deemed received under the *Act* 5 days later. I find the tenants have been duly served in accordance with the *Act*. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

### 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 March 1, 2015 and ended on August 31, 2015. The tenants were obligated to pay \$800.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$400.00 security deposit, however \$25.00 of the deposit was awarded to the landlord in a

previous hearing leaving a balance of \$375.00 that the landlord hold at this time. The landlord stated that the tenants did not pay rent for the months of June 2015– August 2015. The landlord stated that the tenants left the unit with some minor damage and dirty. The landlord stated that the tenants damaged a blind and some drywall in the suite.

The landlord is applying for the following:

1.	Unpaid rent	\$2400.00
2.	Cleaning costs	\$105.00
3.	Blind replacement ( estimate)	\$117.28
4.	Drywall repair (estimate)	\$209.98
5.	Filing Fee	\$100.00
6.		
	Total	<b>\$2932.26</b>

### 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.

#### 1. Unpaid Rent - \$2400.00.

Based on the undisputed testimony of the landlord and their supporting documentation I find that the landlord has provided sufficient evidence and is entitled to the \$2400.00 for unpaid rent.

#### 2. Cleaning - \$105.00.

Based on the photos and the undisputed testimony of the landlord, I find that they have provided sufficient evidence to support this claim and they are entitled to \$\$105.00.

3. Blind Replacement \$117.28 & Drywall Repair - \$209.98.

The landlord only provided estimates for these claims and has not yet conducted the work. As the landlord has not incurred any “out of pocket” costs, I dismiss this portion of their application.

The landlord is entitled to the recovery of the \$100.00 filing fee.

Conclusion

The landlord has established a claim for \$2605.00. I order that the landlord retain the \$375.00 security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$2230.00. 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: October 06, 2016

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Residential Tenancy Branch