



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BAYSIDE PROPERTY SERVICES LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNR, MNSD, FF

### Introduction

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

- a monetary order for unpaid rent and for damage to the unit pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover its filing fee for this application from the tenant pursuant to section 72.

The landlord's agent (the landlord) attended the hearing via conference call and provided undisputed affirmed testimony. The tenant did not attend or submit any documentary evidence. The landlord provided undisputed evidence that the tenant was served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on March 14, 2017 to the address provided by the tenant in the completed condition inspection report for the move-out. The landlord also provided in her direct testimony the Canada Post Customer Receipt Tracking number as confirmation of service, which is noted on the cover sheet of this decision. The landlord noted that the package was returned by Canada Post to the landlord in April 2017 for the listed reason of "unclaimed". I accept the undisputed affirmed evidence of the landlord and find that the tenant was properly served as per sections 88 and 89 of the Act with the notice of hearing package and the submitted documentary evidence.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order for damage, for unpaid rent or utilities and recovery of the filing fee?

Is the landlord entitled to retain all or part of the security deposit?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on October 15, 2010 on a month-to-month basis as shown by the submitted copy of the signed tenancy agreement dated October 15, 2010. The monthly rent began as \$765.00, payable on the 1<sup>st</sup> day of each month, which was later increased as a result of series of notice(s) of rent increase to \$858.00. A condition inspection report for the move-in was completed by both parties on October 24, 2010. A condition inspection report for the move-out was completed by both parties on February 28, 2017.

The landlord seeks a monetary claim of \$1,515.00 which consists of:

\$857.00	Unpaid Rent, February 2017
\$20.00	Late Rent Charge, February 2017
\$303.75	Cleaning
\$155.00	Damage/Garbage Removal
\$78.75	Carpet Cleaning

The landlord claims that the tenant failed to pay rent for February 2017 and then provided notice to vacate the rental premises on February 20, 2017 to be effective on March 31, 2017. But the tenant then vacated the premises on February 28, 2017. At the move-out inspection completed by both parties, the landlord noted that the rental unit was left dirty requiring the removal of garbage left by the tenant. During the hearing the landlord clarified that the amount claimed is \$1,515.00, but that the amount stated for unpaid rent of \$857.00 was a clerical error and should have been \$858.00. As such, I accept the clerical error and amend the details of the monetary claim for unpaid rent to \$858.00.

In support of this claim, the landlord has provided:

- A copy of the signed tenancy agreement dated October 15, 2010.
- A copy of the completed condition inspection report for the move-in dated October 24, 2010.
- A copy of the Notice of Rent Increase, dated October 19, 2016.
- A copy of the tenant's "Notice to Vacate", dated February 21, 2017.

A copy of the completed condition inspection report for the move-out dated February 28, 2017.

A copy of a "Statement of Rental Account" for Unpaid Rent, February 2017.

A copy of 3 "in house" maintenance/suite cleaning invoice(s) dated March 10, 2017 for cleaning, garbage removal and carpet cleaning.

Copies of 12 photographs showing the rental unit at the end of tenancy.

### 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.

I accept the undisputed evidence of the landlord and find that the tenant vacated the rental unit on February 28, 2017 without paying February 2017 Rent of \$858.00 and leaving it dirty requiring cleaning and the removal of garbage (furniture) as shown by the photographs, the completed condition inspection reports for the move-in and the move-out. I also take into consideration the undisputed submissions of the landlord and the "in house" invoices provided. The landlord has established a claim for \$1,415.50.

The landlord having been successful is also entitled to recovery of the \$100.00 filing fee.

I authorize the landlord to retain the \$382.50 security deposit in partial satisfaction of this claim.

### Conclusion

The landlord is granted a monetary order for \$1,133.00.

This order must be served upon the tenant. Should the tenant fail to comply with the order, the order may be filed in the Small Claims Division of the Provincial 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: August 09, 2017

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Residential Tenancy Branch