



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

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

- a Monetary Order for unpaid rent and damages pursuant to section 67;
- authorization to retain the security deposit pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing, which lasted approximately 15 minutes. The corporate landlord was represented by its agent RT (the "landlord") who was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord testified that the landlord's application for dispute resolution dated May 10, 2017 was sent to the tenant at the forwarding address they provided by registered mail on May 12, 2017. The landlord provided a Canada Post tracking numbers as evidence of service. I find that the tenant was deemed served with the landlord's application for dispute resolution and evidence package in accordance with sections 88, 89 and 90 of the Act on May 17, 2017, five days after mailing.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Is the landlord entitled to recover the filing fee for this application from the tenants?

Background and Evidence

The landlord gave undisputed evidence regarding the following facts. This tenancy began in November, 2016 and ended by way of mutual agreement on April 16, 2017. The monthly rent was \$1,330.00. A security deposit of \$675.00 was paid at the start of the tenancy and is still held by the landlord.

The parties participated in a move out condition inspection at the end of the tenancy but the tenant did not agree with the landlord's assessment of damages and did not provide written authorization that the landlord may deduct any amount from the security deposit. The landlord submitted into written evidence the completed condition inspection report and invoices for the cleaning and repairs done after the tenant vacated the rental unit.

The landlord seeks a monetary award of \$1,264.37 for the following items:

Item	Amount
Unpaid Rent April 2017	\$665.00
Late Fee	\$50.00
Cleaning & Repair Costs	\$288.00
Painting & Material Costs	\$191.37
Replacement of Door Guide	\$50.00
Replacement Light Bulbs	\$20.00
Total	\$1,264.37

The landlord testified that the tenant failed to pay any rent for the month of April. The landlord is seeking half of the monthly rent in the amount of \$665.00 for the period that the tenant occupied the rental unit. The landlord submitted into written evidence a copy of the tenancy agreement that provides that the tenant is liable to pay a \$50.00 late fee for monthly rental arrears.

The landlord testified that the rental unit required repairs and cleaning after the tenant vacated. The landlord submitted into written evidence photographs of the rental unit showing its condition and invoices of the work and replacement items purchased.

Analysis

Section 67 of the *Act* allows me to issue a monetary award for loss resulting from a party violating the *Act*, regulations or a tenancy agreement. 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 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.

The landlord provided undisputed evidence at this hearing, as the tenants did not attend.

I accept the landlord's evidence that the tenant caused damage to the rental unit that required repairs and cleaning. I accept the landlord's testimony and evidence that the total cost of the repairs and cleaning is \$549.37.

I accept the landlord's evidence that the tenant failed to pay rent for the month of April and the amount of rental arrear including late fees is \$715.00.

As the landlord's application was successful, the landlord is also entitled to recovery of the \$100.00 filing fee for the cost of this application.

In accordance with sections 38 and the offsetting provisions of 72 of the *Act*, I allow the landlord to retain the tenant's security deposit and pet damage deposit of \$675.00 in partial satisfaction of the monetary award issued in the landlord's favour.

Conclusion

I issue a monetary order in the landlords' favour in the amount of \$689.34 under the following terms, which allows the landlord to recover the unpaid rent, late fee, damage and loss suffered and the filing fee for their application:

Item	Amount
Unpaid Rent April 2017	\$665.00
Late Fee	\$50.00
Cleaning & Repair Costs	\$288.00
Painting & Material Costs	\$191.37
Replacement of Door Guide	\$50.00
Replacement Light Bulbs	\$20.00

Filing Fees	\$100.00
Less Security Deposit	-\$675.00
Total	\$689.37

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, this 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: October 13, 2017

Residential Tenancy Branch