



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND MNR MNDC FF

### Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, received at the Residential Tenancy Branch on May 17, 2017 (the "Application"). The Landlord applied for the following relief pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage to the unit, site or property;
- a monetary order for unpaid rent or utilities;
- a monetary order for money owed or compensation for damage or loss; and
- an order granting recovery of the filing fee.

The Landlord was represented at the hearing by W.Z., an agent, who provided affirmed testimony. The Tenant did not attend the hearing.

On behalf of the Landlord, W.Z. testified the Application package was served on the Tenant by registered mail on May 25, 2017. The Application package was served on the Tenant at the forwarding address provided by the Tenant. W.Z. advised during the hearing that he was looking at Canada Post tracking information online and confirmed the Application package was accepted by the Tenant on May 29, 2017. I find the Tenant received the Application package on that date.

The Landlord's agent was provided with the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

1. Is the Landlord entitled to a monetary order for damage to the unit, site or property?
2. Is the Landlord entitled to a monetary order for unpaid rent or utilities?
3. Is the Landlord entitled to a monetary order for money owed or compensation for damage or loss?
4. Is the Landlord entitled to an order granting recovery of the filing fee?

### Background and Evidence

A copy of the tenancy agreement between the parties was submitted into evidence. It confirmed the tenancy began on April 18, 2014. Rent was due in the amount of \$675.00 per month. According to W.Z., the Tenant paid a security deposit of \$337.50, which was returned to the Tenant at the end of the tenancy. The Tenant vacated the rental unit on or about September 30, 2015.

The Landlord's claim was set out on a Monetary Order Worksheet, dated May 17, 2017. First, the Landlord claimed \$675.00 for unpaid rent. According to W.Z., rent was not paid for September 2015. On September 21, 2015, the Tenant provided the Landlord with a Notice to Landlord form, advising of her intention to vacate the rental unit. The Tenant moved out of the rental unit on or about September 30, 2015. However, rent in the amount of \$675.00 remains outstanding.

Second, the Landlord claimed \$140.00 for general cleaning of the rental unit at the end of the tenancy. The amount sought was based on seven hours of cleaning at a rate of \$20.00 per hour. Although the Tenant did not participate, a copy of the move-out condition inspection report, completed on October 1, 2015, was submitted into evidence. The Landlord also submitted a Cleaning Time for Hourly Charges form in support.

The Tenant did not attend the hearing to dispute the Landlord's claims.

### Analysis

Based on the unchallenged and affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 67 of the *Act* empowers me to order one party to pay compensation to the other if damage or loss results from a party not complying with the *Act*, regulations or a tenancy agreement.

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided for in sections 7 and 67 of the *Act*. An applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and
4. That the party making the application did what was reasonable to minimize the damage or loss.

In this case, the burden of proof is on the Landlord to prove the existence of the damage or loss, and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the Tenant. Once that has been established, the Landlord must then provide evidence that can verify the value of the loss or damage. Finally it must be proven that the Landlord did what was reasonable to minimize the damage or losses that were incurred.

In this case, I find that rent was not paid when due for September 2015 and that the rental unit needed to be cleaned at the end of the tenancy. Accordingly, pursuant to section 67 of the *Act*, I find the Landlord is entitled to a monetary order in the amount of \$917.00, which is comprised of \$675.00 in unpaid rent, \$140.00 for cleaning at the end of the tenancy, and \$100.00 for the filing fee paid to make the Application.

Conclusion

The Landlord is granted a monetary order in the amount of \$915.00. This order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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 31, 2017

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Residential Tenancy Branch