



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding LI-CAR MANAGEMENT GROUP  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      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 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.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The tenant acknowledged receipt of evidence submitted by the landlord. The tenant did not submit any documentation for this hearing.

### Issue to be Decided

Is the landlord entitled to a monetary award for loss arising out of this tenancy?

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

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

### Background, Evidence

The landlord's testimony is as follows. The tenancy began on October 30, 2016 and ended on June 30, 2017. The tenants were obligated to pay \$700.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$350.00 security deposit and a \$50.00 fob deposit which the landlord holds both in trust at this time. Written condition inspection reports were conducted at move in and move out. The landlord testified that the tenant broke a light fixture and left the unit dirty. The landlord testified that the fixture had to be replaced and that the suite required 8 hours of cleaning.

The landlord is applying for the following:

1.	Replace light fixture and labour	\$99.82
2.	Suite Cleaning	280.00
3.	Filing Fee	100.00
4.		
5.		
6.		
	Total	<b>\$479.82</b>

The tenant gave the following testimony. The tenant testified that she accepts full responsibility for the damaged light fixture. The tenant testified that she disputes the cleaning charge. The tenant testified that although she did forget a few things in the suite, it was cleaner at the end of the tenancy than the start.

### Analysis

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 arguments are reproduced here. The principal aspects of the landlord's claim and my findings around each are set out below.

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 provide **sufficient evidence of the following four factors**; the existence of the damage/loss, that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party, the applicant must also show that they followed section 7(2) of the *Act* by taking steps to mitigate or minimize the loss or

damage being claimed, and that if that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

I address the landlords claim and my findings as follows.

Light fixture – \$99.82

The tenant accepts responsibility for this claim, accordingly; I find that the landlord is entitled to \$99.82.

Suite Cleaning - \$280.00

The landlord provided the condition inspection report and receipt to support this claim. Despite the tenants feeling that the unit was left clean, the landlord has satisfied me of this claim on the basis of their documentation, their clear, concise, and credible testimony and on a balance of probabilities, accordingly I find that the landlord is entitled to \$280.00.

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

### Conclusion

The landlord has established a claim for \$479.82. I order that the landlord retain the \$400.00 in deposits in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$79.82. 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 31, 2018

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Residential Tenancy Branch