



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNR FF

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, made on December 6, 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; and
- an order granting recovery of the filing fee.

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

On behalf of the Landlord, J.S. testified the Application package was served on the Tenant by registered mail on December 8, 2017, and that it was signed for by the Tenant on December 27, 2017. Pursuant to section 71 of the *Act*, I find the Application package was sufficiently served on the Tenant for the purposes of the *Act*.

J.S. was provided with a full 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 and to which I was referred. 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 rental unit?
2. Is the Landlord entitled to a monetary order for unpaid rent or utilities?
3. Is the Landlord entitled to recover the filing fee?

Background and Evidence

The Landlord submitted a copy of the tenancy agreement into evidence. J.S. provided additional details regarding the tenancy. The tenancy began on May 1, 2014, and ended when

the Tenant vacated the rental unit on June 5, 2017. Rent was geared to income and the Tenant's portion was \$550.00 per month. The Landlord does not hold a security deposit or a pet damage deposit.

The Landlord's claims were summarized in the Application. First, the Landlord claimed \$337.56 for 12 hours of general cleaning and debris removal in the rental unit. J.S. testified the walls, bathroom, kitchen, and floors needed to be cleaned. In support, the Landlord submitted photographic evidence depicting the interior of the rental unit. The photographic evidence shows some personal items left in the rental unit, and dirty appliances, cupboards, and walls. The Landlord submitted a receipt for the cleaning services.

Second, the Landlord claimed \$467.45 for unpaid rent for the month of May 2017. J.S. confirmed that \$467.45 was due at the time the Application was made but that the Tenant subsequently made a partial payment of \$65.00. Currently, rent in the amount of \$402.45 remains outstanding.

During the hearing, J.S. also requested recovery of the \$100.00 filing fee paid to make the Application.

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 the Tenant breached the *Act* by failing to leave the rental unit reasonably clean and undamaged at the end of the tenancy, and that the Landlord suffered cleaning expenses in the amount of \$337.56 as a result. Further, I find the Tenant did not pay rent when due and that \$402.45 remains outstanding. Finally, having been successful, I find the Landlord is entitled to recover the filing fee paid to make the Application. Accordingly, pursuant to section 67 of the *Act*, I find the Landlord has demonstrated an entitlement to a monetary order in the amount of \$840.01, which has been calculated as follows:

Claim	Amount allowed
Cleaning and debris removal:	\$337.56
Unpaid rent:	\$402.45
Filing fee:	\$100.00
TOTAL:	\$840.01

Conclusion

The Landlord is granted a monetary order in the amount of \$840.01. The 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: July 23, 2018

Residential Tenancy Branch