



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC-S, MNR-S, 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 money owed or compensation for damage or loss under the Act, regulation or tenancy agreement 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 their filing fee for this application from the tenant pursuant to section 72.

The landlords attended the hearing via conference call and provided affirmed testimony. The tenant did not attend or submit any documentary evidence. The landlords claim that the tenant was served with the noticed of hearing package and the submitted documentary evidence via Canada Post Registered Mail on June 8, 2018 and has provided a copy of the Canada Post Customer Receipt and Tracking label as confirmation. I accept the undisputed evidence of the landlords and that the tenant has been properly served as per sections 88 and 89 of the Act. The tenant is deemed served 5 days later as per section 90 of the Act.

### Issue(s) to be Decided

Are the landlords entitled to a monetary order for money owed or compensation, unpaid rent and recovery of the filing fee?

Are the landlords 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 July 1, 2016 on a month-to-month basis as shown by the submitted copy of the signed tenancy agreement dated July 1, 2016. The monthly rent was \$650.00 payable on the 1<sup>st</sup> day of each month. A security deposit of \$325.00 was paid on June 2, 2016. No condition inspection reports for the move-in or the move-out were completed.

The landlords seek a monetary claim of \$1,244.70 which consists of:

\$35.76	Mice Traps/Poison
\$10.44	Missing lightbulbs (12)
\$105.99	Cleaning Supplies, Mice Traps/Poison
\$8.49	Cleaning Supplies, broom/duster
\$41.01	Cleaning Supplies
\$13.82	Cleaning Supplies
\$650.00	Unpaid Rent, March 2018
\$100.00	RTB Filing Fee
\$167.98	Estimate, Replacement of missing air conditioner

During the hearing the landlords were unable to clarify why the amount applied for of \$1,244.70 did not match the monetary claim as provided on the landlords' monetary worksheet of \$1,343.49. As such, the landlords' claim is limited to the amount applied for of \$1,244.70 based upon the application.

The landlords claim that the tenant gave verbal notification on February 10, 2018 to end the tenancy on March 15, 2018. Subsequently all communication attempts by the landlords to the tenant were unsuccessful to request written notification to end the tenancy. The landlords were unsure of the exact date the tenant vacated the rental unit.

The landlords claim that sometime in March 2018 it was determined that the tenant had vacated the rental unit without paying for March 2018 rent of \$650.00. The landlords claim that upon taking possession they discovered that the rental unit was left dirty requiring cleaning and that the tenant had removed a furnished item (air conditioner) without the permission or consent of the landlord. The landlords also stated that the air

condition has not yet been replaced, but relies upon a printed local ad showing the lowest amount required for a replacement air conditioner.

In support of these claims the landlords have provided:

- A copy of in incomplete condition inspection report, signed by the tenant
- Copies of invoices/receipts for all items claimed
- Copy of an advertisement for replacing the air conditioner.

### 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.

I accept the undisputed affirmed evidence of the landlords and find that I am satisfied that the landlords provided sufficient evidence that the tenant vacated the rental unit without proper notice; leaving it dirty requiring cleaning and that the lightbulbs and air conditioner were removed by the tenant without permission or consent of the landlord. Based upon the submitted invoices, receipts and estimated cost (air conditioner), I am satisfied that the landlords have established a claim for \$1,343.49 which includes recovery of the filing fee. However, as clarified above, the landlords' application is limited to the amount applied for of \$1,244.70.

I authorize the landlords to retain the \$325.00 security deposit in partial satisfaction of these claims. The landlords are entitled to a monetary order for the balance due of \$919.70.

### Conclusion

The landlords are granted a monetary order for \$919.70.

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: September 05, 2018

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Residential Tenancy Branch