



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL-S, MNRL-S, FFL

Introduction

This hearing was scheduled in response to the landlord's application pursuant to the *Residential Tenancy Act* (the "*Act*") for:

- a monetary order for unpaid rent and for damage to the unit pursuant to section 67;
- authorization to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenants did not participate in the conference call hearing, which lasted approximately 15 minutes. The landlord attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord testified that on September 20, 2018, he forwarded the landlord's application for dispute resolution hearing package ("application") via registered mail to each tenant. The landlord provided Canada Post receipts and tracking numbers as proof of service. Based on the testimony of the landlord and in accordance with sections 89 and 90 of the *Act*, I find that the tenants have been deemed served with the application on September 25, 2018, the fifth day after their registered mailing.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent and for damage to the unit?

Is the landlord authorized to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary order requested?

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

Background and Evidence

As per the testimony of the landlord, the tenancy began on May 31, 2018 on a fixed term until August 15, 2018 at which time the tenancy continued on a month-to-month basis. Rent in the amount of \$1,000.00 was payable on the last day of each month. The tenants remitted a security deposit in the amount of \$500.00 at the start of the tenancy, which the landlord still retains in trust. The tenants vacated the rental unit on August 29, 2018.

The landlord seeks compensation in the amount of \$1,140.00, including the following;

Item	Amount
Cleaning	\$140.00
August Rent	\$1,000.00
Total Claim	\$1,140.00

The landlord also seeks to recover the \$100.00 filing fee for this application from the tenants.

Analysis

Under section 67 of the *Act*, when a party makes a claim for damage or loss, the burden of proof lies with the applicant to establish the claim. To prove a loss, the applicant must satisfy the test prescribed by Section 7 of the *Act*. The applicant must prove a loss actually exists and prove the loss happened solely because of the actions of the respondent in violation to the *Act*. The applicant must also verify the loss with receipts and the applicant must show how they mitigated or what reasonable efforts they made to minimize the claimed loss.

Section 37 of the *Act*, establishes that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. Section 7(1) of the *Act* establishes that a tenant who does not comply with the *Act*, *Regulation* or tenancy agreement must compensate the landlord for damage or loss that results from that failure to comply.

In the absence of documentary evidence in the form of inspection reports, photographs or invoices I find the landlord had failed to establish his claim for cleaning. For this reason, I dismiss the landlord's monetary claim for cleaning, without leave to reapply

Section 26 of the *Act* establishes that a tenant is obligated to pay rent on the date indicated in the tenancy agreement. I find that the landlord proved that the rent for this unit was \$1,000.00. I find the landlord provided undisputed evidence that the tenant failed to pay rent for August 2018. Therefore, I find that the landlord is entitled to \$1,000.00 for unpaid rent.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee for a total award of \$1,100.00. In accordance with the offsetting provisions of section 72 of the *Act*, I allow the landlord to retain the security deposit in the total amount of \$500.00 in partial satisfaction of the monetary award and I grant an order for the balance due \$600.00.

Conclusion

The landlord's claim for compensation for cleaning is dismissed without leave to reapply.

I issue a monetary order in the landlord's favour in the amount of \$600.00.

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 15, 2019

Residential Tenancy Branch