



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL MNDL-S

Introduction

This hearing dealt with the landlord's application pursuant to the Residential Tenancy Act (the Act) for:

- an Order to retain the security or pet deposit pursuant to section 38 of the Act;
- a monetary award for loss and damage pursuant to section 67 of the Act, and
- a return of the filing fee pursuant to section 72 of the Act.

Only the landlord attended the hearing by way of conference call. The landlord was given a full opportunity to be heard, to present testimony and to make submissions.

The landlord said he sent a copy of his application for dispute along with his evidentiary package to the tenant by way of Canada Post Registered Mail on December 20, 2018. The landlord provided a copy of the Registered Mail receipt with his evidence and through testimony. Pursuant to sections 88, 89 & 90 of the Act the tenant is deemed served with all documents and the landlord's application for dispute on December 25, 2018, five days after their posting.

Issue(s) to be Decided

Is the landlord entitled to a monetary award? Can the landlord recover the filing fee?

Is the landlord entitled to retain the security deposit?

Background and Evidence

Undisputed testimony provided by the landlord explained that this tenancy began on March 1, 2018 and ended in the last week of November 2018. The landlord said he suspected the tenant vacated the property prior to November 30, 2018; however, he was certain she was no longer living in the unit at the end of November 2018. Rent was \$1,450.00 per month and a security deposit of \$725.00 paid at the outset of the tenancy continues to be held by the landlord.

The landlord said he attempted to schedule a condition inspection of the rental unit four times as the tenancy concluded. The landlord explained the tenant avoided or did not respond to his attempts to schedule a final condition inspection. The landlord sought a monetary award of \$592.20 along with a return of the filing fee. The landlord said this figure represented expenses related to cleaning the unit following the conclusion of the tenancy. The landlord provided several photographs in support of his application. No evidence was received from the tenant.

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. In this case, the onus is on the landlord to prove entitlement to a claim for a monetary award.

Following a review of the evidence and after having considered the landlord's oral testimony, I am satisfied that the landlord incurred expenses related to cleaning the rental unit following the conclusion of the tenancy. No evidence was presented by the tenant. I find the landlord has satisfied the requirements of section 67 by sufficiently demonstrating that expenses were incurred, and that these expenses arose from damage caused by the tenant. For these reasons, I award the landlord the entire amount sought in his application.

Using the offsetting provisions contained in section 72 of the *Act*, I allow the landlord to retain the entire amount of the tenant's security deposit in full satisfaction for a return of the monetary award granted. The landlord may also recover the \$100.00 filing fee.

The landlord is ordered to return the outstanding balance of the tenant's security deposit.

Conclusion

The landlord was successful in his application.

The landlord may recover the filing fee.

The landlord is ordered to return the tenant's remaining security deposit of \$32.80.

ITEM	AMOUNT
Cleaning expenses	\$592.20
Return of Filing Fee	100.00
Less Security Deposit	(-725.00)
TOTAL =	\$-32.80

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: April 8, 2019

Residential Tenancy Branch