



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOLLYBURN PROPERTIES and [tenant
name suppreto protect privacy]

DECISION

Dispute Codes MNDL-S, FFL

Introduction

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

- a monetary order 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
- an order authorizing the landlord the recovery of the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted via teleconference and was attended by the landlord's agent. Although the tenants submitted some documentation for this hearing, they chose not to participate on this date. The landlord submitted documentary evidence that the tenants were served notice of this application and this hearing by registered mail on April 20, 2021. Canada Post tracking information was submitted in the landlord's evidence that shows that the item was signed for and accepted by the tenants on April 21, 2021. Based on the submissions of the landlord, I find the tenants were served in accordance with section 89 of the *Act*. Therefore, I continued in the absence of the tenants.

Issue to be Decided

Is the landlord entitled to a monetary award for losses 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 the recovery of the filing fee?

Background, Evidence

The agent for the landlord gave the following **undisputed testimony**. The tenancy began on October 1, 2019 and ended on March 31, 2021. The tenants were obligated to pay \$1850.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$925.00 security deposit which the landlord still holds. The agent testified that the tenants left the unit dirty at move out. The agent testified that the tenants felt that since there wasn't any damage to the unit, they weren't responsible for any charges. The agent testified that the tenants did not agree with the amount for cleaning, nor did they attempt to mitigate the amount of cleaning required. The agent testified that the landlord incurred a cost of \$405.00 for cleaning the suite and windows, based on nine hours of total cleaning at \$45.00 per hour. The landlord also seeks the recovery of the \$100.00 filing fee.

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 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.

The landlord provided extensive documentation including the move in and move out condition inspection report, undisputed testimony, and photos to support their application. Based on the above, I find that the landlord is entitled to \$405.00 for cleaning the unit and windows. Furthermore, the landlord is entitled to the recovery of the \$100.00 filing fee from the tenants.

Conclusion

The landlord has established a claim for \$505.00. I order that the landlord retain that amount from the security deposit in full satisfaction of the claim and return the remaining

\$420.00 to the tenants. I grant the tenants an order under section 67 for the balance due of \$420.00. 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: September 10, 2021

Residential Tenancy Branch