

DECISION

Dispute Codes MNR, MNSD, MNDC, 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; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing. The landlord attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions. She entered into written evidence a copy of the 10 Day Notice to End Tenancy for Unpaid Rent posted on the tenant's door on September 3, 2010. She testified that she sent the tenant a copy of her application for dispute resolution hearing package by registered mail on September 10, 2010 to the tenant's last known mailing address. She provided a Canada Post Tracking Number to confirm this mailing. I am satisfied that the landlord has served these documents to the tenant in accordance with the *Act*.

Issues(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent and for damage and loss arising out of this tenancy? Is the landlord entitled to retain the tenant's security deposit in partial satisfaction of the monetary award requested? Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

This fixed term tenancy commenced on September 1, 2009 and was subsequently converted to a month-to-month tenancy. Monthly rent was set at \$475.00 payable on

the first of the month. The landlord said that she continues to hold the tenant's \$237.50 security deposit paid on August 13, 2009.

The landlord entered into evidence a copy of the August 13, 2009 joint move-in condition inspection. She also entered into written evidence a copy of her September 5, 2010 move-out inspection report which she completed after the tenant vacated the premises before the end of August 2010. She said that she was unable to arrange a joint move-out condition inspection because the tenant vacated the unit without informing the landlord of his new address. She testified that she sent the tenant a copy of that report as part of the dispute resolution hearing package.

The landlord applied for a monetary award of \$700.00 plus the recovery of her filing fee for this application. The landlord requested recovery of the following items:

Item	Amount
Unpaid Portion of August 2010 Rent	\$470.00
Late Fee for August Rent	25.00
Carpet Cleaning	80.00
Suite Cleaning	50.00
Lock Change	50.00
Key Replacement	25.00
Total Monetary Award Requested	\$700.00

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, a Dispute Resolution Officer 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 allow the landlord's application for a monetary award of \$450.00 for unpaid rent, a late payment fee of \$25.00 and suite cleaning charges of \$50.00. In the absence of evidence to verify the actual amounts of the landlord's other claimed losses, I make no

monetary award for carpet cleaning, and lock and key replacement charges. I allow the landlord to recover the \$50.00 filing fee. I allow the landlord to retain the tenant's \$237.50 security deposit paid on August 13, 2009 plus interest in partial satisfaction of the monetary award. No interest is payable over this period.

Conclusion

I issue a monetary award in the landlord's favour in the following terms which permits the landlord to retain the tenant's security deposit and recover his filing fee:

Item	Amount
Unpaid Portion of August 2010 Rent	\$470.00
Late Fee for August Rent	25.00
Suite Cleaning	50.00
Less Security Deposit	-237.50
Filing Fee	50.00
Total Monetary Order	\$357.50

The landlord is provided with these Orders in the above terms and the tenant must be served with a copy of these Orders as soon as possible. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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*.