



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MND, MNDC, MNR, MNSD, FF

Introduction

This hearing dealt with the Landlords' Application for a monetary order for damage to the unit, for unpaid rent, for money owed or compensation for damage or loss under the Act, to keep all or part of the security deposit and to recover the cost of the filing fee from the Tenants.

The Landlords' Agent and the male Tenant appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

Issue(s) to be Decided

Have the Tenants breached the Residential Tenancy Act (the "Act") or tenancy agreement, entitling the Landlords to an Order for monetary relief?

Background and Evidence

The original tenancy began on September 1, 2007, and was renewed in 2008 and again on August 1, 2009 on a one year fixed term basis. Monthly rent was \$2,300.00 and a security deposit of \$1,400.00 was paid on August 3, 2007. The tenancy ended on July 31, 2010.

The Landlords' claim is for \$3,063.41 which includes the unpaid rent for July 2010 in the amount of \$1,400.00, \$308.00 for garbage removal, \$282.24 for cleaning, \$123.17 for a locksmith, \$900.00 for drywall repairs and painting and the filing fee. The Landlords also requested to retain the security deposit in partial satisfaction of the claim.

The Landlords provided photos, a ledger sheet and evidence of the expenditures for garbage removal, cleaning, the locksmith and drywall repair and painting. In addition, the Landlord's Agent testified of the necessity of each item of expenditure.

The Tenant responded, stating that he would not dispute the claim, but that circumstances prevented him from fulfilling all the requirements under the tenancy agreement and the Act.

Analysis

Based on the above testimony and evidence, and on a balance of probabilities, I find as follows:

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence **relevant** to the issues and findings in this matter are described in this Decision.

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss, in this case the Landlords, has the burden of proof to establish their claim on the civil standard:

First proof that the damage or loss exists, secondly, that the damage or loss occurred due to the actions or neglect of the Respondent in violation of the Act or agreement, thirdly, to establish the actual amount required to compensate for the claimed loss or to repair the damage, and lastly proof that the claimant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

I find that the Landlords have met the test for loss as listed above through the evidence and testimony and the Tenant's agreement of the amount and I hereby **approve** their claim for \$3,063.41, which includes unpaid rent for July 2010 in the amount of \$1,400.00, \$308.00 for garbage removal, \$282.24 for cleaning, \$123.17 for a locksmith, \$900.00 for drywall repairs and painting and the filing fee of \$50.00.

I allow the Landlords to retain the deposit and interest of \$1,429.82 in partial satisfaction of the claim and I grant the Landlords an **order** under section 67 for the balance due of **\$1,633.59**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The Landlords are granted a monetary order for **\$1,633.59**.

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: February 25, 2011.

Residential Tenancy Branch