



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CAPREIT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNR, MNSD, 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 damage to the unit, site or property 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 their filing fee for this application from the tenant pursuant to section 72.

The landlord's agent (the landlord) attended the hearing via conference call and provided undisputed affirmed testimony. The tenant did not attend or submit any documentary evidence. The landlord stated that the tenant was served twice with the notice of hearing package and the submitted documentary evidence. The first service was via courier on July 14, 2016 which the landlord has provided a copy of the courier tracking label and number. The second service was via Canada Post Registered Mail on July 15, 2016 which the landlord has provided a copy of the Canada Post Customer Receipt Tracking number. While waiting for the tenant to call into the conference call hearing the landlord provided undisputed testimony that the package was delivered to the tenant. I accept the undisputed affirmed evidence of the landlord and find that the tenant was properly served as per sections 88 and 89 of the Act.

During the hearing the landlord had clarified that the monetary claim was being lowered to reflect a \$127.00 credit. The landlord clarified that this had been adjusted as shown on the submitted copy of the 10 Day Notice dated June 2, 2016 for monthly rent from \$850.98 to \$748.98. As such, the landlord's monetary claim shall be lowered to \$1,203.98.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent, for damage to the rental unit, site or property and recovery of the filing fee?

Is the landlord entitled to retain all or part of the security deposit?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on April 1, 2013 on a fixed term tenancy ending on May 31, 2014 as shown by the submitted copy of the signed tenancy agreement dated March 13, 2013. The monthly rent was \$790.00 payable on the 1<sup>st</sup> day of each month. A security deposit of \$395.00 was paid on March 13, 2013. A condition inspection report for the move-in was completed on April 8, 2013. No condition inspection report was completed for the move-out. A notice of a rent increase was served to the tenant dated December 8, 2015 for a rent increase from \$827.00 to \$850.98 effectively on April 1, 2016.

The landlord seeks a monetary claim of \$1,203.98 which consists of:

\$748.98	Unpaid Rent, June 2016
\$25.00	Unpaid Rent, Parking June 2016
\$260.00	Cleaning
\$170.00	Carpet Cleaning

The landlord stated that the tenant was served with a 10 Day Notice dated June 2, 2016 which stated that the tenant failed to pay rent of \$748.98 that was due on June 1, 2016. The 10 Day Notice displayed an effective end of tenancy date of June 15, 2016. The landlord stated that the 10 Day Notice was posted to the rental unit door on June 2, 2016. The landlord has provided a copy of the proof of service document confirming service in this manner. The landlord stated that it was discovered on June 24, 2016 that the tenant had vacated the rental unit when they received the tenant's keys and written request for the return of the security deposit to a forwarding address. The landlord stated that the tenant failed to attend or communicate with the landlord to complete a condition inspection report for the move-out. The landlord stated that the rental unit was left dirty requiring general cleaning and carpet cleaning. The landlord has submitted in support:

A copy of the 10 Day Notice dated June 2, 2016  
A copy of the signed tenancy agreement dated March 13, 2013  
A copy of the completed condition inspection report for the move-in dated April 8, 2013  
A copy of the note from the tenant providing his forwarding address in writing  
A copy of an invoice dated June 29, 2016 listing the costs incurred by the landlord  
A copy of a Notice of Rent Increase dated December 8, 2015  
A copy of a statement of account dated January 1, 2016 to July 13, 2016  
A copy of the courier shipping label  
A copy of the Canada Post Customer Receipt Tracking label  
11 photographs showing the condition of the rental unit at the end of tenancy

### 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, I accept the undisputed affirmed evidence of the landlord and find that the landlord has justified their items of claim. The landlord has provided sufficient evidence to satisfy me that the tenant vacated the rental unit without paying rent for June 2016. I accept the undisputed evidence of the landlord and find that the tenant was properly served with the 10 Day Notice dated June 2, 2016 by posting it to the rental unit door. I also accept the undisputed affirmed evidence of the landlord that the tenant left the rental unit dirty requiring general and carpet cleaning to make the unit re-rentable. As such, the landlords have justified their claim for \$1,203.98.

The landlord having been successful in the application is entitled to recovery of the \$100.00 filing fee.

I authorize the landlord to retain the \$395.00 security deposit as partial satisfaction of the claim.

Conclusion

The landlord is granted a monetary order for \$908.98.

This order must be served upon the tenant. Should the tenant fail to comply with the order, the order may be filed in the Small Claims Division of the Provincial 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: January 10, 2017

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Residential Tenancy Branch