



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

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. No one was in attendance on behalf of the tenant. The landlord submitted documentary evidence that the tenants were served notice of this application and this hearing by registered mail on July 25, 2022. Canada Post tracking information was submitted in the landlord's evidence. Based on the submissions of the landlord, I find the tenants were deemed served five days later on July 30, 2022 in accordance to sections 89 and 90 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 damage or 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 landlord's undisputed testimony is as follows. The tenancy began on May 1, 2021 and ended on June 30, 2022. The tenants were obligated to pay \$1400.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$700.00 security and \$200.00 pet deposit. The landlord advised that he returned \$450.00 to the tenants. The landlord testified that the tenant left the unit dirty at move out. The landlord testified that the tenants participated at the move in condition inspection but refused to attend the move out inspection. The landlord testified that he spent \$492.00 on cleaners to clean the unit plus the \$100.00 filing fee for this application for a total claim of \$592.00.

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, undisputed testimony, receipts and photos to support their application, accordingly the landlord is entitled to the \$492.00 for cleaning and the \$100.00 filing fee for a total award of \$592.00.

Conclusion

At the conclusion of the hearing the landlord advised that he is content to keep the remaining \$450.00 of the deposit that he holds and is not asking for a monetary order for the balance. Accordingly, the landlord is granted the remaining \$450.00 of the deposit.

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 03, 2023

Residential Tenancy Branch