



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BC HOUSING MANAGEMENT COMMISSION  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND FF

### Introduction

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

- a monetary order for damage to the unit pursuant to section 67;
- authorization to recover her filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted by conference call. The tenant did not attend this hearing, although I waited until 1:45 p.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 1:30 p.m. The landlord attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions.

The landlord testified that on November 30, 2015 a copy of the Application for Dispute Resolution and Notice of Hearing was sent to the tenant by registered mail. The landlord provided a registered mail tracking number in support of service which confirms the tenant received the package on December 11, 2015.

Based on the above evidence, I am satisfied that the tenant was served with both the Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to sections 89 & 90 of the Act. The hearing proceeded in the absence of the tenant.

### Issues

Is the landlord entitled to a monetary award for damage to the rental unit?  
Is the landlord entitled to recover the filing fee for this application from the tenant?

### Background and Evidence

The tenancy began on June 26, 2013 and ended on November 30, 2014. A security deposit was not collected at the start of the tenancy. A condition move-in/move-out report was completed and provided as evidence by the landlord. The tenant did not participate in the move-out inspection.

During the hearing, the landlord requested to amend its application to reduce the claim in the amount of \$193.49 which was comprised of a chargeback for repairing the stove clock and \$1.00 credit on file. The landlord's amended claim was for a total of \$575.60 less the \$1.00 credit comprised of the following:

- \$75.60 in cleaning costs. An invoice was provided showing 10 hours were required to clean the vacant unit. The landlord allows for 6 hours of cleaning and was charging the tenant for the extra 4 hours required to clean the unit.
- \$500.00 charge to re-paint one of the bedrooms in the unit. The landlord provided a receipt totaling \$787.50 for painting work completed and submitted that \$500.00 of this total was to re-paint the bedroom. The landlord provided pictures of the bedroom showing the tenant had painted a mural on a bedroom wall and painted the entire bedroom a green color as well as pictures of a few small holes in the bedroom walls.

### Analysis

Pursuant to section 67 of the *Act*, when a party makes a claim for damage or loss, the burden of proof lies with the applicant to establish the claim on a balance of probabilities. To prove a loss, the applicant must satisfy the following four elements:

1. Proof that the damage or loss exists;
2. Proof that the damage or loss occurred due to the actions or neglect of the other party in violation of the *Act*, *Regulation* or tenancy agreement;
3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage; and
4. Proof that the applicant followed section 7(2) of the *Act* by taking steps to mitigate or minimize the loss or damage being claimed.

I find that the landlord has established the existence of the damage or loss claimed and that it occurred due to the actions or neglect of the tenant. The landlord has also submitted evidence in support of the actual amounts required to compensate for the loss or repair the damage.

I find the landlord is entitled to a monetary award in the amount of \$574.60.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$50.00 filing fee paid for this application for a total monetary award of \$624.60.

Conclusion

Pursuant to section 67 of the *Act*, I grant the landlord a Monetary Order in the amount of \$624.60. Should the tenant fail to comply with this Order, this 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: June 28, 2016

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Residential Tenancy Branch