



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC, FF

### Introduction

This hearing dealt with an application by the landlord pursuant to the Residential Tenancy Act, the landlord is seeking;

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

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The tenants acknowledged receipt of evidence submitted by the landlord. The tenants did not submit any documentation for this hearing. Both parties gave affirmed testimony.

### Issues to be Decided

Is the landlord entitled to a monetary award for damage arising out of this tenancy?

Is the landlord entitled to recover the filing fee for this application from the tenant?

### Background and Evidence

Both parties agreed that the tenancy was from December 1, 2013 to March 3, 2015. The parties also agreed that the security deposit has been returned to the tenants. The

parties further agreed that the landlord did not conduct a written condition inspection report at move in or move out.

The landlord testified that the tenants caused some damage to one of the bedrooms. The landlord testified that the moldings and floor were damaged by water. The landlord testified that he purchased the materials to replace the molding and laminate flooring for \$184.67. The landlord testified that he installed it himself and seeks \$300.00 for his labour along with the cost of materials.

The tenants testified that the landlords' wife had advised that the bedroom had a leak long before they moved in. The tenants testified that they advised the landlord of the damage to which he took no action. The tenants testified that they adamantly dispute that they are responsible for the damage.

### 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, the onus is on the landlord to prove on the balance of probabilities that the tenant caused the damage and that it was beyond reasonable wear and tear that could be expected for a rental unit of this age.

It was explained in great detail to the landlord the vital and useful nature of the inspection report. Without the condition inspection report or any other supporting documentation I am unable to ascertain the changes from the start of tenancy to the end of tenancy, if any. The landlord has not provided sufficient evidence to support his claim and I therefore dismiss this portion of their application.

Based on the insufficient evidence before me and the disputing testimony of the tenants, I dismiss the landlords' application.

Conclusion

The landlords' application is dismissed.

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: October 31, 2016

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Residential Tenancy Branch

