



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1811 ADANAC STREET LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND FF

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, made on July 13, 2018 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage to the unit, site, or property; and
- an order granting recovery of the filing fee.

The Landlord was represented at the hearing by D.J., an agent, L.B., a caretaker, and F.M., a property manager, all of whom provided affirmed testimony. The Tenants did not attend the hearing.

On behalf of the Landlord, F.M. testified the Application package was served on the Tenants by registered mail on July 16, 2018. In addition, F.M. testified the documentary evidence upon which the Landlord relied was served on the Tenants by registered mail on October 16, 2018. These documents were sent to an address in Australia that was provided by the Tenants at the end of the tenancy. In the absence of evidence to the contrary, and pursuant to section 71 of the *Act*, I find the above documents were sufficiently served for the purposes of the *Act*.

The Landlord's agents were provided with a full opportunity to present evidence orally and in written and documentary form, and to make submissions to me. 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.

Issues to be Decided

1. Is the Landlord entitled to a monetary order for damage to the rental unit, site, or property?
2. Is the Landlord entitled to an order granting recovery of the filing fee?

Background and Evidence

A copy of the tenancy agreement between the parties was submitted into evidence. It confirmed the tenancy began on September 1, 2016. According to F.M., the tenancy ended on June 30, 2018. Rent was due in the amount of \$1,394.00 per month. The Tenants paid a security deposit of \$672.50, which the Landlord holds.

The Landlord's monetary claim was summarized in a Monetary Order Worksheet, dated July 12, 2018. First, the Landlord claimed \$713.48 for repairs in the rental unit. Specifically, L.B. testified that the Tenants permitted water from the shower to accumulate on the bathroom floor. As a result, there was water damage to the baseboard and the wall by the toilet, which was not reported to the Landlord during the tenancy.

In addition, L.B. and D.J. testified that the Tenants did not report a leaking pipe under the kitchen sink during the tenancy and that cabinets had to be replaced. However, D.J. confirmed that only what was necessary to make the kitchen sink area functional was completed by the contractor.

In support of the above, the Landlord submitted a receipt for the amount claimed, which described the work performed in the bathroom and kitchen areas. D.J. confirmed this invoice was paid by the Landlord.

Second, the Landlord claimed \$70.00 carpet cleaning. L.B. confirmed the Tenants agreed to pay this amount but acknowledged the Tenants did not agree to pay for the bathroom and kitchen repairs.

Finally, the Landlord sought to recover the \$100.00 filing fee paid to make the Application.

Analysis

Based on the unchallenged and affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 67 of the *Act* empowers me to order one party to pay compensation to the other if damage or loss results from a party not complying with the *Act*, regulations or a tenancy agreement.

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided for in sections 7 and 67 of the *Act*. An applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and
4. That the party making the application did what was reasonable to minimize the damage or loss.

In this case, the burden of proof is on the Landlord to prove the existence of the damage or loss, and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the Tenants. Once that has been established, the Landlord must then provide evidence that can verify the value of the loss or damage. Finally it must be proven that the Landlord did what was reasonable to minimize the damage or losses that were incurred.

With respect to the Landlord's claim for \$713.48 for bathroom and kitchen repairs, I find the Landlord has demonstrated an entitlement to the amount sought. I find it is more likely than not that the Tenants were responsible for the water damage caused during the tenancy and that the Landlord suffered losses as a result. The Landlord submitted a detailed invoice in support which described the modest repairs.

With respect to the Landlord's claim for \$70.00 for carpet cleaning, I find the Landlord has demonstrated an entitlement to this amount. As stated by L.B. during the hearing, the Tenants agreed to pay this amount.

Having been successful, I find the Landlord is also entitled to recover the \$100.00 filing fee paid to make the Application. I also find it appropriate in the circumstances to order that the Landlord retain the security deposit in partial satisfaction of the claim.

Pursuant to section 67 of the *Act*, I find the Landlord is entitled to a monetary order in the amount of \$210.98, which has been calculated as follows:

Claim	Amount
Bathroom and kitchen repairs:	\$713.48
Carpet cleaning:	\$70.00
Filing fee:	\$100.00
<i>LESS</i> security deposit:	(\$672.50)
TOTAL:	\$210.98

Conclusion

The Landlord is granted a monetary order in the amount of \$210.98. The order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: November 19, 2018

Residential Tenancy Branch