



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes: MNDC FF

Introduction:

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 1:45 p.m. in order to enable the tenant to call into this teleconference hearing scheduled for 1:30 p.m. on April 25, 2019. The landlord's representative (hereinafter called 'the landlord') attended the hearing and gave sworn testimony. She was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord and I were the only ones who had called into this teleconference.

The landlord provided evidence that they served the Application for Dispute Resolution by registered mail and the tenant signed for receipt. I find the tenant was served pursuant to section 89 of the *Residential Tenancy Act* (the Act). The landlord claims compensation of \$291.88 under the Act for damages and an order to recover the filing fee pursuant to Section 72.

Issue(s) to be Decided:

Has the landlord proved on a balance of probabilities that the tenant damaged the property and that it was beyond reasonable wear and tear? What is the cost of the losses incurred by the landlord? Is the landlord entitled to recover the filing fee?

Background and Evidence:

The tenant did not attend the hearing although served with the Application/Notice of Hearing. The landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The landlord stated that the tenancy commenced in March 2014, that monthly rent was \$540 and no security deposit was paid. The landlord provided evidence that when the tenant vacated, they left the premises very dirty. The tenant agreed to repay the costs of cleaning and entered into a repayment plan in writing. She made several payments but the last one was on

September 24, 2018. The landlord requests a monetary order for the outstanding balance of \$291.88 and to recover their filing fee. The landlord supplied copies of the move-out report, the tenant's agreement to pay and the balance owing.

The tenant provided no documents to dispute the claim. On the basis of the documentary and solemnly sworn evidence, a decision has been reached.

Analysis:

Awards for compensation are provided in sections 7 and 67 of the *Act*. Accordingly, 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 whatever was reasonable to minimize the damage or loss.

The onus is on the landlord to prove on the balance of probabilities that there is damage caused by this tenant, that it is beyond reasonable wear and tear and the cost to cure the damage. I find the landlord's evidence credible that this tenant left the unit very dirty as the move-out inspection illustrates and costs to clean were supported by statements, and the tenant's agreement to pay. I find the landlord entitled to recover the balance owing for the cleaning costs and to recover their filing fee.

Conclusion:

I find the landlord is entitled to a monetary order for \$291.88 as claimed plus recovery of their filing fee of \$100. A monetary order for \$391.88 is awarded to the landlord.

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 25, 2019

Residential Tenancy Branch