



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

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

## **DECISION**

Dispute Codes      MNRL, MNDL, FFL

### Introduction

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

- a monetary order for unpaid rent and for damage to the rental unit, pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The tenant did not attend this hearing, which lasted approximately 18 minutes. The landlord's agent ("landlord") attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed that she was the property portfolio manager for the landlord company named in this application and that she had permission to speak on its behalf as an agent at this hearing.

The landlord testified that the tenant was served with the landlord's application for dispute resolution hearing package on May 6, 2019, by way of registered mail to the forwarding address provided by the tenant on February 20, 2018. The landlord provided a copy of a notation made by the landlord after a phone call from the tenant on February 20, 2018. The landlord stated that mail was sent to the tenant successfully at the same address in November 2018. The landlord claimed that the mail was delivered and signed for on May 8, 2019. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was deemed served with the landlord's application on May 11, 2019, five days after its registered mailing to the forwarding address provided by the tenant.

Issues to be Decided

Is the landlord entitled to a monetary order for unpaid rent and for damage to the rental unit?

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

Background and Evidence

While I have turned my mind to the landlord's documentary evidence and the testimony of the landlord, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the landlord's claims and my findings are set out below.

The landlord testified regarding the following facts. This month-to-month tenancy began on March 1, 2010 and ended on February 28, 2018. Monthly rent in the amount of \$376.00 was payable on the first day of each month. No security or pet damage deposits were paid by the tenant. A written tenancy agreement was signed by both parties.

The landlord seeks a monetary order of \$3,216.77 plus the \$100.00 application filing fee.

The landlord seeks rent of \$376.00 for each of January and February 2018. The landlord seeks rental arrears of \$841.00 from April to September 2017. She explained that the tenant owed \$1,233.00 in rent, she was making \$100.00 monthly payments, and she signed repayment agreement in September 2017. The landlord did not provide a copy of this signed agreement or a breakdown of the above \$841.00 in arrears.

The landlord seeks \$1,075.00 for cleaning and removal of debris. The landlord provided an invoice for the above amount from July 3, 2018, for work done in February 28, 2018.

The landlord seeks \$548.77 to replace a door that was damaged with two large holes. The landlord provided photographs of the damage, as well as an invoice where the landlord calculated 50% of the cost of two doors, 1 hour of labour, and added the PST tax for a total of \$548.77.

### Analysis

Section 26 of the *Act* requires the tenant to pay monthly rent to the landlord on the date indicated in the tenancy agreement, which in this case, is the first day of each month. Section 7(1) of the *Act* establishes that a tenant who does not comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement must compensate the landlord for damage or loss that results from that failure to comply. However, section 7(2) of the *Act* places a responsibility on a landlord claiming compensation for loss resulting from a tenant's non-compliance with the *Act* to do whatever is reasonable to minimize that loss.

The landlord provided undisputed evidence that the tenant failed to pay rent of \$376.00 for each month from January to February 2018. Accordingly, I find that the landlord is entitled to rental arrears of \$752.00 from the tenant.

I dismiss the landlord's claim for rental arrears of \$841.00, without leave to reapply. The landlord failed to provide a breakdown for the above amount and what months of rent were involved. The landlord also failed to provide the signed agreement with the tenant, showing that she owes rental arrears.

Section 67 of the *Act* requires a party making a claim for damage or loss to prove the claim, on a balance of probabilities. In this case, to prove a loss, the landlord 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 tenant 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 landlord followed section 7(2) of the *Act* by taking steps to mitigate or minimize the loss or damage being claimed.

I award the landlord \$1,075.00 for cleaning and removal of debris. The landlord provided an invoice for same and confirmed that it was paid by the landlord. Although the invoice was issued in July, much later than the cleaning in February, the landlord said that it takes some time to reconcile the invoices and accounts for these tenancies. The landlord provided a copy of a move-out condition inspection report, signed by the tenant, which shows that cleaning is required in many areas of the rental unit. The landlord provided photographs showing the dirty condition of the rental unit after the tenant vacated. The landlord also provided a note, dated March 6, 2018, from the

tenant, indicating that she will remove her items from the yard and clean up by March 31, 2018, depending on the weather.

I award the landlord \$548.77 to replace one door at the rental unit. The landlord provided an invoice for same and confirmed that it was paid by the landlord. The landlord provided a copy of a move-out condition inspection report, signed by the tenant, which shows that the door was broken. The landlord provided photographs showing the two large holes in the door.

As the landlord was mainly successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee from the tenant.

### Conclusion

I issue a monetary order in the landlord's favour in the amount of \$2,475.77 against the tenant. The tenant must be served with this Order as soon as possible. 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: July 10, 2019

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Residential Tenancy Branch