



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1131197 BC LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCL-S, MNDL-S, FFL

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 rental unit, and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover its filing fee for this application from the tenant pursuant to section 72.

The landlord's agent (the landlord) attended the hearing via conference call and provided undisputed affirmed testimony. The tenant did not attend or submit any documentary evidence. The landlord stated that the tenant was served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on April 21, 2020. The landlord also referenced a submitted copy of a Canada Post Customer Receipt and Tracking Label as confirmation. The landlord also clarified that the listed mailing address for the tenant on the application was in error as British Columbia instead of Manitoba as placed on the Canada Post Tracking Label.

The landlord also confirmed that the amendment increasing the monetary claim to \$2,259.42 was included in the original notice of hearing package and the submitted documentary evidence.

I accept the undisputed affirmed evidence of the landlord and find that the tenant was properly served as per sections 88 and 89 of the Act. Despite not attending, I find that the tenant is deemed served 5 days later on April 26, 2020 as per section 90 of the Act.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for damage, for money owed or compensation and recovery of the filing fee?

Is the landlord entitled to retain all or part of the security deposit?

Background and Evidence

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

This tenancy began on March 1, 2019 on a fixed term tenancy until February 29, 2020 as per the submitted copy of the signed tenancy agreement dated February 13, 2019. The monthly rent was \$1,650.00 payable on the 1st day of each month. A security deposit of \$825.00 was paid.

The landlord seeks an amended monetary claim of \$2,259.42 which consists of:

\$200.00	Cleaning, 5 hours at \$40/hr.
\$843.73	Replace Broken Window
\$783.83	Repair Damaged Interior, Walls, doors, flooring
\$331.86	Unpaid Municipal Utilities, ¼ share
\$100.00	Filing Fee

The landlord claims that the tenant vacated the rental unit leaving it dirty and damaged. The landlord also clarified the amendment which added the tenant's unpaid utility ¼ share of the total utility bill. The landlord has also submitted 73 photographs of the rental unit showing the condition of the rental unit at the end of tenancy. The landlord has submitted in support of the claims:

Copy of Signed Tenancy Agreement dated February 13, 2019
Copy of Cleaning Invoice, \$200.00
Copy of Glass Window Replacement, \$843.73
Copy of Maintenance Invoice, Repairs, \$783.83
Copy of Municipal Utilities, \$331.86

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.

I accept the undisputed affirmed evidence of the landlord and find that the landlord has provided sufficient evidence to satisfy me on a balance of probabilities that the tenant vacated the rental unit leaving it dirty and damaged. I find the landlord has established a monetary claim of \$2,259.42 as filed which includes the recovery of the \$100.00 filing fee.

I also authorize the landlord to retain the \$825.00 security deposit in partial satisfaction of this claim.

Conclusion

The landlord is granted a monetary order for \$1,434.42.

This order must be served upon the tenant. Should the tenant fail to comply with this order, the 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: August 25, 2020

Residential Tenancy Branch