



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **MNDL-S, FFL**

### Introduction

This hearing was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

- a monetary award for loss under the tenancy agreement pursuant to section 67 of the *Act*;
- a order to retain the tenants security deposit pursuant to section 38 of the *Act*;
- a return of the filing fee pursuant to section 72 of the *Act*.

Only the landlord attended the hearing. The landlord was given a full opportunity to be heard, to present testimony, to make submissions and to call witnesses. The landlord explained he mailed two separate applications for dispute to the tenants by way of Canada Post Registered Mail on September 23, 2021. Tracking numbers and receipts were provided by the landlord to the hearing and in the online submission packages. Pursuant to sections 88, 89 and 90 of the *Act*, I deem that the tenants were served with the applications for dispute and evidentiary packages on September 28, 2021, five days after this posting.

The landlord affirmed he was not recording the hearing pursuant to Rule of Procedure 6.11.

### Issue(s) to be Decided

Is the landlord entitled to a monetary award? Can the landlord recover the filing fee?

Can the landlord retain the tenants’ security deposit?

### Background and Evidence

The landlord explained this tenancy began on November 1, 2019 and ended on August 1, 2021. Rent for the unit was \$2,000.00 per month and a security deposit of \$1,000.00 paid at the outset of the tenancy, continues to be held by the landlord.

The landlord is seeking a monetary award of \$3,473.38. He explained this figure represented the costs associated with repairing damage caused by the tenants during the tenancy. The landlord produced several photos in his evidentiary package, showing the extent of damage to the rental unit. I note, these photos depict, significant and severe damage to the rental unit. The landlord has included a monetary order worksheet and a detailed breakdown of the costs associated with returning the rental unit to a useable condition.

### 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. As noted in Policy Guideline #16, 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 his entitlement to a claim for a monetary award.

Following a review of the evidence submitted by the landlord and after having considered their undisputed testimony, I find that the landlord has sufficiently demonstrated his entitlement to a monetary award.

The landlord supplied a breakdown of costs associated with the repairs which was consistent with the figure cited in their application, further, the landlord was able to sufficiently explain the necessity of the repairs following the tenants' departure. The landlord's undisputed testimony was supported by his photographic evidence showing the extent of the damages caused to the unit by the tenants.

I grant the landlord the entirety of their monetary award. The landlord may recover the filing fee pursuant to section 72 of the *Act*.

Conclusion

I grant the landlord a Monetary Order of \$3,473.38 as follows:

ITEM	AMOUNT
Invoice for repairs	3,373.38
Recovery of filing fee	100.00
<b>TOTAL =</b>	<b>\$3,473.38</b>

The landlord is provided with these Orders in the above terms and the tenants must be served with this Order as soon as possible. Should the tenants fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: January 27, 2022

---

Residential Tenancy Branch