



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **MNRL, MNDL-S, MNDCL, FFL**

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*.
- An order requiring the tenant to reimburse the landlord for the filing fee pursuant to section 72.
- Authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 72 of the *Act*.

Decision

The landlord is granted a Monetary Order for \$1,175.00.

Introduction

The hearing commenced at the scheduled time with the landlord present. I explained the hearing process.

The landlord stated they were not recording the hearing.

The landlord confirmed the email address to which the Decision and any Orders shall be sent.

1. Attendance of Tenant

The tenant did not attend the hearing. I kept the teleconference line open from the scheduled time for the hearing for an additional 38 minutes to allow the tenant the opportunity to call.

The teleconference system indicated only the landlord and I had called into the hearing. I confirmed the correct call-in number and participant code for the tenant was provided.

2. Recording

The persons attending were cautioned that recordings of the hearing were not permitted pursuant to Rule 6.11 of the *Residential Tenancy Branch Rules*. They confirmed their understanding of the requirement and further confirmed they were not making recordings of the hearing.

3. Delivery of Decision

The landlord confirmed their email address to which a copy of the Decision and any Order will be sent.

4. Service of Documents

As the tenant did not attend the hearing, the landlord provided testimony and supporting documents regarding service on the tenant.

The landlord testified the tenant moved out without providing a forwarding address.

The landlord testified that the landlord had received an Order of Substituted Service on August 05, 2022, allowing the landlord to serve the Notice of Hearing and Application for Dispute Resolution upon the tenant by email addressed to an email address used by the tenant in communication with the landlord. The Order stated service was effective three days after the date that the e-mail is sent by the landlord to the tenant.

The landlord testified the landlord served the documents by the means identified in the Order by email sent August 8, 2022. A copy of the email was submitted as evidence.

The landlord testified the tenant responded to the email on August 8, 2022, a copy of the response being submitted as evidence.

Further to the Order, the evidence submitted and the landlord's testimony, I find the landlord served the tenant with the Notice of Hearing and Application for Dispute Resolution on August 11, 2022, according to the *Act*.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order and reimbursement of the filing fee?

Background and Evidence

The landlord provided uncontradicted testimony as the tenant did not attend the hearing.

1. Tenancy

The landlord submitted a copy of the tenancy agreement and provided the following details about the background of the tenancy:

INFORMATION	DETAILS
Tenancy Agreement, Signed, Submitted	Yes
Type of Tenancy	Month-to-month
Beginning Date	Jul 1, 2021
Vacancy Date	July 14, 2022
Rent payable on first of month	\$1,650.00
Security deposit	\$875.00
Condition Inspection Report on Move-In	no
Condition Inspection Report on Move-out	No. Tenant did not attend at agreed upon time/date.
Arrears of Rent	\$1,650.00
Date of Application	July 15, 2022

2. Condition Inspection Report

The landlord did not submit a copy of the condition inspection reports.

A condition inspection was not conducted on moving in. The landlord testified that the unit was in good condition in all relevant aspects.

The tenant vacated the unit on July 14, 2022. The parties scheduled a condition inspection on July 9, 2022, by exchange of texts. The tenant failed to attend although the landlord waited several hours for him.

3. *The Landlord's Claims*

The landlord's claims are as follows:

ITEM	AMOUNT
Outstanding rent July 2022	\$1,650.00
Two damaged doors	\$300.00
Filing fee	\$100.00
TOTAL	\$2,050.00

4. *Outstanding Rent*

The landlord submitted a copy of the tenancy agreement. Rent was \$1,650.00 payable on the first of the month.

The landlord testified the tenant did not provide notice and did not pay rent for the month of July 2022. The tenant vacated mid-July 2022.

The landlord requested compensation for the outstanding rent of \$1,650.00.

5. *Damage to Unit*

The landlord testified the unit was in good condition when the tenant moved in.

Damage to the unit was observed after the tenant moved out and the unit needed two doors replaced at a cost of \$300.00. The landlord submitted copies of photographs of the two doors as well as estimated replacement cost from a building company.

The landlord requested compensation in the amount of \$300.00 for replacement of the two doors.

6. Security deposit

The landlord requested the security deposit be applied to the award as follows:

ITEM	AMOUNT
Total Award Requested	\$2,050.00
(Less Security deposit)	(\$875.00)
TOTAL MONETARY ORDER REQUESTED	\$1,175.00

The landlord requested a Monetary Order of **\$1,175.00**.

Analysis

I have considered all the submissions and evidence presented to me, including those provided in writing and orally. I will only refer to certain aspects of the submissions and evidence in my findings.

In this section reference will be made to the *Residential Tenancy Act*, the *Residential Tenancy Regulation*, and the *Residential Tenancy Policy Guidelines*.

Section 67 of the *Act* allows me to issue a monetary award for loss resulting from a party violating the *Act*, regulations, or a tenancy agreement.

Section 7(1) of the *Act* provided that if a landlord or tenant does not comply with the *Act*, regulation or tenancy agreement, the non-complying party must compensate the other for damage or loss that results.

To claim for damage or loss, the claiming party, the landlord in this case, bears the burden of proof on a balance of probabilities; that is, something is more likely than not to be true. The landlord must establish four elements.

1. The existence of the damage or loss.

2. Secondly, the damage or loss stemmed directly from a violation of the agreement or a contravention on the part of the other party.
3. The monetary amount of the loss or damage.
4. Reasonable steps were taken to reduce the loss.

Where the claiming party has not met each of the four elements, the burden of proof has not been met and the claim fails.

The landlord provided credible testimony supported in all material aspects by well-organized and comprehensive document package including a quote for the claimed expense for damage.

1. Outstanding Rent

In this case, the onus is on the landlord to prove the landlord is entitled a claim for a monetary award for outstanding rent. The landlord provided believable testimony supported in all material aspects by comprehensive documents including a copy of the tenancy agreement.

I have considered all the evidence submitted by the landlord including the tenancy agreement. I accept the landlord's testimony that the tenant vacated the unit leaving a balance of rent owing of \$1,650.00. I find the landlord has met the burden of proof with respect to the amount claimed in outstanding and accrued rent.

2. Damages

Considering the evidence and testimony, I find the landlord has met the burden of proof on a balance of probabilities that the tenant damaged two doors in the unit, the tenant is responsible for the damage, the landlord incurred the amount claimed in replacement of the doors, and the landlord took all reasonable steps to mitigate expenses.

I find the damage is more than 'reasonable wear and tear. I find the landlord is entitled to a monetary award in the amount requested for this aspect of the claim.

3. *Security Deposit and Filing Fee*

As the landlord has been successful in this matter, I award the landlord reimbursement of the filing fee in the amount of \$100.00.

I authorize the landlord to apply the security deposit to the award.

4. *Award*

The landlord is entitled to an award as follows:

ITEM	AMOUNT
Outstanding rent July 2022	\$1,650.00
Two damaged doors	\$300.00
Filing fee	\$100.00
TOTAL	\$2,050.00

5. *Monetary Order*

I grant a monetary award to the landlord in the amount of **\$1,175.00**.

ITEM	AMOUNT
Total Award Requested	\$2,050.00
(Less Security deposit)	(\$875.00)
TOTAL MONETARY ORDER REQUESTED	\$1,175.00

Conclusion

I grant a Monetary Order to the landlord in the amount of **\$1,175.00**.

This Monetary Order must be served on the tenant.

The Monetary Order may be filed and enforced in the courts of the province of BC.

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 17, 2023

Residential Tenancy Branch