

DECISION

Dispute Codes MND, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order and to recover the filing fee for the Application.

The Agent for the Landlord appeared, gave affirmed testimony and was provided the opportunity to present her evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

The Agent for the Landlord supplied evidence that the Notice of Application and Hearing was served on the Tenant by registered mail on August 26, 2010, with a confirmed delivery date of September 9, 2010.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Is the Landlord entitled to the monetary compensation sought?

Background and Evidence

The Tenant is currently in another rental unit provided by the Landlord; however, the tenancy in question began on September 1, 2006 and ended on October 23, 2009.

The Landlord submitted evidence that the Tenant caused damage to the original rental unit in the amount of \$760.69, which the Tenant agreed to reimburse the Landlord by way of her signature on a Chargeback Agreement. The Agent for the Landlord testified that the Tenant has paid \$257.00, and currently owes the amount of \$503.69, for which she is seeking a monetary order for loss or damage under the Act.

Analysis

Based on the above, the testimony, evidence and photographs, and on a balance of probabilities, I find as follows:

When making a claim for damages under a tenancy agreement or the *Act*, the party making the allegations has the burden of proving their claim. Proving a claim in damages requires that it be established that the damage or loss occurred, that the damage or loss was a result of a breach of the tenancy agreement or *Act*, verification of the actual loss or damage claimed and proof that the party took all reasonable measures to mitigate their loss.

I find that the Landlord met this burden of proof by submitting sufficient evidence to establish the Tenant damaged the rental unit, as claimed, in the amount of \$760.69, that the Tenant agreed to this amount and has made payments in the amount of \$257.00.

Therefore, I find the Landlord has established a total monetary claim of **\$553.69**, comprised of \$760.69 for damages to the rental unit, the \$50.00 filing fee for the claim, less \$257.00 for payments made by the Tenant.

I grant the Landlord an order under section 67 for the amount of **\$553.69**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for **\$553.69**.

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: November 12, 2010.

Dispute Resolution Officer