



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **Decision**

**Dispute Codes:** MND, FF

### **Introduction**

This Dispute Resolution hearing was set to deal with an Application by the landlord for a monetary order for \$229.50, \$450.00 for repairs, \$72.00 for garbage removal, \$306.00 for painting, \$78.40 for carpet cleaning, \$217.26 for paint supplies and \$84.22 for door supplies.

There was a previous hearing on the landlord's application, held on August 31, 2011, in which the landlord succeeded and was awarded a monetary order for rent owed and permitted to retain the security deposit in partial satisfaction of the claim.

Both parties appeared and gave testimony during the conference call.

### **Issue(s) to be Decided**

The issues to be determined based on the testimony and the evidence is whether the landlord is entitled to monetary compensation under section 67 of the *Act* for damages or loss.

### **Background and Evidence**

The landlord testified that the tenancy began on January 1, 2011 and ended on April 30, 2011 with rent of \$800.00 per month. The landlord submitted into evidence time sheets for the repairs and cleaning, a copy of the move-in condition inspection report signed by the tenant and move-out condition inspection report done in the tenant's absence, copies of receipts and invoices and a copy of the tenancy agreement.

The landlord gave testimony about each of the expenditures and the tenant responded to the testimony and evidence.

### **Analysis**

It is important to note that in a claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof and the evidence furnished by the applicant must satisfy each component of the test for damage and loss including: proof that the damage or loss exists, proof that this damage or loss happened solely because of the actions or neglect of the tenant of the *Act* or agreement, verification of the actual

amount required to compensate for the claimed loss or to rectify the damage and proof the claimant took steps pursuant to section 7(2) of the Act minimize the loss.

In this instance, the burden of proof is on the claimant, that being the landlord, to 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 respondent.

A mediated discussion ensued and the parties agreed upon:

- \$180.00 for 10 hours of cleaning at \$18.00 per hour
- \$63.00 for 3.5 hours of labour to fix the bedroom door
- \$72.00 labour to install a new closet door
- \$17.00 for materials for the closet door
- \$180.00 for 10 hours of labour to repair and paint walls.
- \$167.26 for paint supplies
- \$72.00 for garbage removal
- \$78.40 for carpet cleaning.

The total entitlement for the landlord is \$829.66 and the \$50.00 cost of the application.

### **Conclusion**

Based on the testimony and evidence I find that the landlord is entitled to compensation of \$879.66. I hereby grant a monetary order in the amount of \$879.66 to the landlord. This order must be served on the tenant and may be enforced in small claims court if necessary.

The remainder of the landlord's application is dismissed without leave.

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: February 29, 2012.

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Residential Tenancy Branch