



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNDC, FF

Introduction

This matter dealt with an application by the Landlord for compensation for damage to the unit, site or property, for loss or damage under the Act, regulations or tenancy agreement, for unpaid rent and to recover the filing fee for this proceeding.

The Landlord said he served the Tenants with the Application and Notice of Hearing (the "hearing package") by registered mail on June 22, 2012. Based on the evidence of the Landlord, I find that the Tenants were served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenants' absence.

At the start of the hearing the Landlord said there was a previous hearing #790280 which dealt with the unpaid rent therefore he is withdrawing that part of his application in today's hearing

Issues(s) to be Decided

1. Is there damage to the unit, site or property and if so how much?
2. Is the Landlord entitled to compensation for damage and if so how much?
3. Is there damage or loss to the Landlord and if so how much?
4. Is the Landlord entitled to compensation for the damage or loss and if so how much?

Background and Evidence

This tenancy started on May 1, 2011 as a fixed term tenancy with an expiry date of April 30, 2012. Rent was \$1,180.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$590.00 on April 26, 2011. The Landlord said this tenancy ended on April 30, 2012.

The Landlord said he did not complete a move in or move out condition inspection report, but the unit was built in 2009. The Landlord said he is making a claim for damage to the floors and walls of \$3,382.40 and he has included the invoice which has been paid and the work has been completed. Further the Landlord said he is also claiming for a Strata fine of \$200.00 (strata letter included), the cost of cleaning the rental unit of \$380.00 (invoice included), the cost of replacing a lock fob of \$50.00 and the Landlord has requested to recover the filing fee of \$50.00 for this proceeding. The

Landlord said his total claim is \$4,002.40. The Landlord included photographs from the end of the tenancy to show the damage to the floors and walls.

Analysis

Section 23 and 35 of the Act say that a landlord and tenant must do condition inspections to establish the condition of the rental unit at the start and the end of the tenancy. If this is not done and there is no other acceptable evidence of the condition of the rental unit at the start and the end of a tenancy then the applicant cannot establish the amount of damage or if any damage was done to the rental unit.

As the Landlord said he is unable to establish the condition of the rental unit at the start of the tenancy and there is no move out inspection report completed by the Landlord and the Tenant, I find that the Landlord has not established proof that the Tenant damaged the rental unit. If the Landlord cannot prove the actual damages then the claim will not be successful. Consequently I find the Landlord has not proven his loss or the damage with respect to the floors and walls in the rental unit and as a result I dismiss this part of the Landlord's damage claim without leave to reapply.

As well for a monetary claim for damage of loss to be successful an applicant must prove a loss actually exists, prove the loss happened solely because of the actions of the respondent in violation to the Act, the applicant must verify the loss with receipts and the applicant must show how they mitigated or minimized the loss.

The Landlord has established grounds to show that he has suffered a loss in regard to the Strata fine of \$200.00, the cleaning costs of \$380.00 and the lost lock fob on \$50.00. Consequently I award the Landlord these claims in the amount of \$630.00.

As the Landlord has been partially successful in this matter, he is also entitled to recover from the Tenant the \$50.00 filing fee for this proceeding. The Landlord will receive a monetary order for the balance owing as following:

Loss or damages	\$630.00	
Recover filing fee	\$ 50.00	
Subtotal:		\$680.00
Balance owing		\$680.00



Dispute Resolution Services

Page: 3

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Conclusion

A Monetary Order in the amount of \$680.00 has been issued to the Landlord for damage or loss and the filing fee for this proceeding. A copy of the Order must be served on the Tenants: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

The Landlord's damage claim for flooring and walls is dismissed without leave to reapply.

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*.

Dispute Resolution Officer