



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BC Housing Management Commission
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for damage to the rental unit pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing, although I waited until 9:42 a.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 9:30 a.m. The landlord attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions.

The landlord testified that on June 20, 2013 the landlord sent the dispute resolution hearing package to the tenant by registered mail. She said that this package was set to the last address provided to the landlord by the tenant in February 2013. The landlord provided a copy of the Canada Post Tracking Number to confirm this registered mailing. In accordance with sections 89(1) and 90 of the *Act*, I find that the tenant was deemed served with the landlord's dispute resolution hearing package (including the landlord's written and photographic evidence) on June 25, 2013, the fifth day after its mailing.

Issues(s) to be Decided

Is the landlord entitled to a monetary award for damage arising out of this tenancy? Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

This periodic tenancy for a rent-geared-to income rental unit commenced on February 1, 2008. The tenant's monthly rent by the end of this tenancy was \$663.00, payable on the first of each month. The tenancy ended by September 12, 2012, after the tenant gave the landlord a July 30, 2012 notice of her intention to end this tenancy by September 1, 2012.

The landlord entered into written evidence copies of the January 29, 2008 joint move-in condition inspection report and the September 12, 2012 move-out condition inspection report conducted the landlord's representative after the tenancy ended. The landlord testified that copies of these reports have been provided to the tenant.

The landlord's application for a monetary award of \$558.95, plus the recovery of the \$50.00 filing fee, included the following items, listed in the landlord's evidence package:

Item	Amount
Garbage Removal	\$58.80
Extra Cleaning	132.31
Lawn Repair (of a patch covered by an above ground pool)	20.59
Replacement of Missing Smoke Detector	20.59
Disposal Bin Delivery	26.88
Disposal Bin Rental	191.58
Disposal Bin Delivery and Pick-up	108.20
Total of Above Items	\$558.95

The landlord supplied receipts and photographs to document these expenditures.

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. 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.

Based on the landlord's undisputed sworn testimony, written and photographic evidence, I find on a balance of probabilities that the tenant is responsible for all of the landlord's expenses in repairing damage arising out of this tenancy as listed above. I issue a monetary award in the landlord's favour in the amount of \$558.95. As the landlord has been successful in this application, I allow the landlord to recover the \$50.00 filing fee from the tenant.

Conclusion

I issue a monetary Order in the landlord's favour in the amount of \$608.95, an amount which includes \$558.95 in damage arising out of this tenancy and \$50.00 for the recovery of the landlord's filing fee. The landlord is provided with these Orders in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant 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: September 25, 2013

Residential Tenancy Branch

