



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNSD, FF

### Introduction

This is an application filed by the Landlord for a monetary order for damage to the unit, site or property, for unpaid rent or utilities, to keep all or part of the security deposit and recovery of the filing fee.

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend or submit any documentary evidence. The Landlord states that the Tenant was served with the notice of hearing package and the submitted documentary evidence by Canada Post Registered mail on July 16, 2013 and has provided the Customer Receipt Tracking number in his direct testimony as confirmation. The Landlord also states that the online tracking by Canada Post states that the Tenant received and signed for the package.

### Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

### Background and Evidence

The Landlord states in his direct testimony that there is no signed tenancy agreement, but that the monthly rent was \$1,500.00 and that a security deposit of \$750.00 was paid at the beginning of the tenancy. The Landlord also states that there is no completed condition inspection report for the move-in or the move-out.

The Landlord seeks a monetary order for \$8,400.97. This consists of repair/replacement to damages caused by the Tenant. The Landlord relies on an invoice from "Mr. Fixit Renovations Ltd." dated April 1, 2013 for \$1,646.71. This is for the services of a plumber in fixing the sink/faucet, repair of the back door, repair of a

wall and garden repairs, all for damages caused primary by the Tenant's dog. An invoice from C.W. dated March 14, 2013 by email for general cleaning of the entire rental property totalling, \$520.00, a copy of an invoice from the city of Chilliwack for \$793.26 for water and sewage services that the Tenant failed to pay and an estimate from Advantage Floor Refinishing of \$5,432.00 dated March 14, 2013 for work not yet started for damage to the hardwood floors. The Landlord state that the floors have not yet been repaired to the high cost.

### Analysis

When a party makes a claim for damage or loss the burden of proof lies with the applicant to establish their claim. To prove a loss the applicant must satisfy the following four elements:

1. Proof that the damage or loss exists,
2. Proof that the damage or loss occurred due to the actions or neglect of the other party in violation of the Act, Regulation or tenancy agreement,
3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage, and
4. Proof that the applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

I find that the Landlord has established a claim for 3 out of the 4 monetary claims sought. Based upon the balance of probabilities, the Landlord has provided direct testimony that the Tenant caused damage to the rental unit. The Landlord has provided copies of invoices for repair/replacement work for the \$1,646.71 for general repairs, \$520.00 for general cleaning and \$793.26 for the cost of water/sewage costs not paid for the rental property. However, the Landlord relies on a quotation from Advantage Floor Refinishing for work not yet completed or paid for. I find on this 4<sup>th</sup> claimed item that the Landlord has failed to provide proof of an actual amount require to compensate the Landlord for this loss. The Landlord's claim for the floors is premature and as such is dismissed with leave to reapply. The Landlord has established a monetary claim for \$2,959.97. The Landlord is also entitled to recovery of \$50.00 of the filing fee as the remaining portion of the fee has not been established. I order that the Landlord retain the \$750.00 security deposit in partial satisfaction of the claim and I grant a monetary order under section 67 for the balance due of \$2,259.97. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$2,259.97.

The Landlord may retain the security deposit.

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: October 29, 2013

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Residential Tenancy Branch

