



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR MNDC MNSD FF

Introduction:

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for orders as follows:

- a) A monetary order pursuant to Sections 46 and 67;
- c) An Order to retain the security deposit pursuant to Section 38; and
- d) An order to recover the filing fee pursuant to Section 72.

SERVICE:

The tenant did not attend. The landlord gave sworn testimony that he served the Application for Dispute Resolution by registered mail. It was verified online that it was mailed on March 4, 2015, delivery was attempted on March 5, 2015 but after notices were left and it was unclaimed by the tenant, it was returned to the landlord. I find that the tenant is deemed to be served with the documents according to sections 89 and 90 of the Act.

Issue(s) to be Decided:

Has the landlord proved on the balance of probabilities that the tenant owes rent and did damages to the property, that they were beyond reasonable wear and tear and the amount required to compensate for rent and damages? Is the landlord entitled to recover the filing fee?

Background and Evidence:

Only the landlord attended and was given opportunity to be heard, to present evidence and to make submissions. Some documentary evidence was not received by the date of the hearing and the landlord was given one week to submit it. It was received on June 29, 2015.

The sworn evidence is that the tenancy commenced in May 2013, a security deposit was never paid and rent was \$750 a month. The landlord said that the tenant was often

behind in rent, he had received Notices to End Tenancy and finally vacated about April 10th or 12th, 2015. He claims outstanding rent of \$750 a month for December 2013 and January to March 2014 (total \$3,000).

In addition, the landlord gave evidence and provided invoices to support his evidence that the tenant left the home dirty and in need of significant repair. He said the tenant had put holes in the walls, broken the hood fan and taken the control for the underground sprinkler. He claims \$869 for cleaning, repair and painting, \$180.39 for supplies, \$105 for labour to install a new range hood fan and \$88.47 for the fan and \$400 to buy and replace the sprinkler control.

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis

Awards for compensation are provided in sections 7 and 67 of the *Act*. Accordingly, an applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did whatever was reasonable to minimize the damage or loss.

I find the landlord has satisfied the onus of proving that the tenant violated the tenancy agreement and the *Act* by not paying rent for 4 months and causing damages. I find the landlord's evidence is well supported by the third party invoices for his costs to fix the damages. I find the landlord entitled to recover rental arrears and damages as specified.

Conclusion:

I find the landlord is entitled to a monetary order as calculated below and to recover filing fees paid for this application. I find there is no security deposit to offset the rental amount owing

Calculation of Monetary Award:

Rental arrears	3000.00
Cleaning, repair and painting	869.00
Supplies	180.39

Hood fan \$88.47 + \$105	193.47
Control for underground sprinkler	400.00
Filing fee	50.00
Total Monetary Order to Landlord	4692.86

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: June 30, 2015

Residential Tenancy Branch

