



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, MNR, FF

Introduction

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

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

The landlord's agent, S.K. (the landlord) attended the hearing by conference call and gave undisputed affirmed testimony. The tenant did not attend or submit any documentary evidence. The landlord stated that the tenant was served with the notice of hearing package and the submitted documentary evidence by Canada Post Registered Mail on June 10, 2015 and has submitted a copy of the Customer Receipt Tracking number as confirmation. The landlord stated that an online search showed that the tenant signed in receipt of the package on June 18, 2015. I find based upon the undisputed evidence of the landlord that the tenant was properly served with the notice of hearing package and the submitted documentary evidence and is deemed served under section 90 of the Act.

During the hearing the landlord stated that she wished to withdraw a portion of the monetary claim and amended the total amount to \$1,894.40 from the original claim filed of \$2,883.40, removing the landlord's monetary claim for \$989.00 for December 2014 rent.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent, for damage to the unit and recovery of the filing fee?

Background and Evidence

This tenancy began on September 27, 2013 on a month-to-month basis as shown by the submitted copy of the signed tenancy agreement dated September 23, 2013. A condition inspection report for the move-in on September 27, 2013 and the move-out on December 1, 2014 were completed by both parties.

The landlord seeks a monetary claim of \$1,894.40 which consists of:

Unpaid October 2014 Rent	\$623.00
Unpaid November 2014 Rent	\$623.00
Extra Cleaning	\$113.40
Floor Repairs	\$210.00
Drywall Repairs	\$325.00

The landlord stated that the tenants rent rate was determined to be \$989.00 for the period October 2014 to March 2015 based upon BC Housing's Declaration of Income and Assets on October 9, 2014 and revised on November 13, 2014. The landlord stated that the tenant only paid \$366.00 for each month for October and November leaving a monthly shortfall of \$623.00 owed for monthly rent. The landlord has submitted a letter provided to them from the tenant who acknowledges the rent raise notice, it states,

I unfortunately do not have the funds to be able to pay rent at that price so I have found alternative living arrangements until I can sort out new living arrangements with a lower rent. I realize that it is not 30 days but I don't know what other option, I have, I am sorry if this causes an inconvenience. I will be making payments for Oct and Nov rent that I owe I am not sure the amounts or dates when this will be yet but hopefully I will have that sorted out soon.

The landlord stated that the tenant left the rental unit on December 1, 2014 and upon inspection, the tenant left the rental unit dirty with damaged flooring and drywall which required repairs and cleaning. The landlord refers to the condition inspection reports for the move-in and the move-out to provide a comparison of the rental unit before and after the tenant began her tenancy. The landlord pointed out that there were many notations of "needs cleaning" throughout the rental unit. The landlord also noted that there were "deep scrapes" on the living room floor, a bent rod for the window coverings, scuffs and a deep chip on the kitchen walls, 2 burn marks on the kitchen floor and many knife cuts on the countertops. The landlord has also submitted 21 photographs which show that the stove needed cleaning, burn marks on the floor, scrapes in the wood flooring, scuffs and chips in the walls and various drywall damage.

The landlord relies on submitted copies of a tenant account adjustment report, a statement of tenant debt charges dated February 26, 2015 (totalling \$2,883.40), a hand written invoice by the landlord dated January 7, 2015 for cleaning (\$113.40), a hand written invoice dated January 7, 2015 from the landlord for flooring (\$210.00) and a hand written invoice dated January 5, 2015 from the landlord for drywall repairs (325.00).

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. In this case, the onus is on the landlord to prove on the balance of probabilities that the tenant caused the damage and that it was beyond reasonable wear and tear that could be expected for a rental unit of this age.

I accept the undisputed evidence of the landlord and find on a balance of probabilities that the landlord has established a claim in for unpaid rent, damages and cleaning of the rental unit. The landlord has provided a copy of a letter from the tenant giving notice to vacate the rental unit and in it she acknowledges the unpaid rent. The landlord has provided a copy of the completed condition inspection reports for the move-in and the move-out which clearly shows a comparison of the rental unit before and after the tenancy began. The landlord has provided copies of the invoices for the work/services performed to repair the damage to the rental unit. The landlord's amended monetary claim of \$1,894.40 is granted.

As the landlord has been successful in their application, I find that the landlord is entitled to recovery of the \$50.00 filing fee.

Conclusion

I issue a monetary order in the landlord's favor for \$1,944.40.

The landlord is provided with this Order in the above terms and the tenant must be served with this Order. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order 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: November 10, 2015

Residential Tenancy Branch

