



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MNR, MND, MNSD & MNDC

### Introduction

The Application for Dispute Resolution filed by the landlord seeks the following:

- a. A monetary order in the sum of \$450 for damage to the rental unit.
- b. An order to recover the cost of the filing fee.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present. The parties acknowledged they had received the documents of the other party.

I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the tenant on October 8, 2015.

### Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to a monetary order and if so how much?
- b. Whether the landlord is entitled to recover the cost of the filing fee?

### Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on or about September 1, 2012. The tenancy agreement provided that the tenant(s) would pay rent of \$785 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$392.50 at the start of the tenancy.

### Analysis

Section 7 of the Act states as follows:

### **Liability for not complying with this Act or a tenancy agreement**

7 (1) if a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.

(2) A landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.

When making a claim for damages under a tenancy agreement or the Act, the party making the allegations has the burden of proving their claim. Proving a claim in damages requires that it be established the following:

- a. Proof that the damage or loss exists
- b. Proof that this damage or loss happened solely because of the actions or neglect of the Respondent in violation of the Act or agreement
- c. Verification of the Actual amount required to compensate for loss or to rectify the damage
- d. Proof that the claimant followed section 7(2) of the Act by doing whatever is reasonable to minimize the damage or loss

### **Monetary Order and Cost of Filing fee**

With respect to each of the landlord's claims I find as follows:

- a. I dismissed the landlord's claim of \$90 to repair a side door glass. The landlord alleged this was damaged when the tenant removed a couch. The tenant denied this. She testified it occurred when she was in another room. I determined the landlord failed to prove the loss happened solely because of the actions or neglect of the respondent. Further the landlord failed to provide receipts or other documents to verify the amount claimed.
- b. I determined the landlord is entitled to \$60 for the cost of removing a couch to the dump. The tenant acknowledged it was left outside for 4 days. The landlord testified it was left for a week. The tenant testified she was waiting for a friend to pick it up. I determined the tenant was negligent in leaving it outside for the length of time without making arrangements with the landlord. It was reasonable to expect the Municipality would require its removal. I determined the amount claimed was reasonable.
- c. I dismissed the landlord's claim of \$300 for the cost of a replacement fridge. The tenant testified her fridge was no longer working and she asked the landlord to replace it. She disposed of the old fridge. I determined the landlord failed to

prove that it was not necessary to replace the fridge. I accept the tenant's evidence that it was over 10 years old and no longer working properly.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$60 plus the \$50 filing fee for a total of \$110.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

Conclusion

In conclusion I determined the landlord has established a monetary order against the tenant(s) in the sum of \$110.

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 16, 2015

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Residential Tenancy Branch

