



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding HANOVER PROPERTIES LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC, FF

### Introduction

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

- an order of possession for a 1 Month Notice issued for Cause pursuant to section 55;
- a monetary order for unpaid rent or utilities pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The landlord's agents (the landlord) attended the hearing by conference call and gave undisputed affirmed testimony. The tenant did not attend. The landlord stated that the tenant was served with the notice of hearing package and the submitted documentary evidence in person at the rental property by the landlord's agent, P.S. on October 1, 2015. I accept the undisputed affirmed testimony of the landlord and find that the tenant was properly served with the notice of hearing package and the submitted documentary evidence pursuant to sections 88 and 89 of the Act. The tenant is deemed to have been served the same day as per section 90 of the Act.

### Preliminary Issue

The landlord filed an amendment to an Application for Dispute Resolution on November 10, 2015 in which the landlord now only seeks:

- a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement 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 stated that the tenant was served with the amendment to an Application for Dispute Resolution dated November 10, 2015 by Canada Post Registered Mail on November 10, 2015. The landlord confirmed that the tenant had vacated the rental unit and provided his business address as his forwarding address in writing. A copy of the Canada Post Customer Receipt and a copy of an online web search of the Canada Post website were submitted as confirmation of service for the amended application. I accept the undisputed affirmed evidence of the landlord and find that the tenant was properly served with the amended application for dispute resolution and the submitted documentary evidence by Canada Post Registered Mail on November 10, 2015 as per sections 88 and 89 of the Act. The tenant is deemed served with both items as per section 90 of the Act on November 15, 2015.

#### Issue(s) to be Decided

Is the landlord entitled to a monetary order for money owed or compensation for damage or loss and recovery of the filing fee?

#### Background and Evidence

This tenancy began on January 1, 2014 on a fixed term tenancy ending on December 31, 2014 as shown by the submitted copy of the signed tenancy agreement dated December 28, 2013. The monthly rent was \$2,375.00 payable on the 1<sup>st</sup> day of each month. A security deposit of \$1,187.50 was paid on December 8, 2013 and a pet damage deposit of \$1,187.50 was paid on July 7, 2015. This tenancy ended on October 31, 2015. A condition inspection report for the move-in was completed by both parties on January 1, 2014. A condition inspection report for the move-out made, but not completed on November 2, 2015 as the tenant refused to sign.

The landlord seeks an amended monetary claim of \$3,241.00 which consists of:

\$367.50	Deep Scrub Carpet Cleaning
\$156.00	Drapery Cleaning
\$350.00	General Cleaning
\$367.50	Acid Wash Floor Tiles and Repair of 1 Kitchen Tile
\$950.00	Replacement of laminate kitchen countertop
\$1,050.00	Repair of Entrance Canopy and Fascia Replacement

The landlord stated that on October 31, 2015 the tenant damaged the entrance canopy and fascia with the tenant's moving truck. The landlord stated that this was witnessed

by another tenant in the rental building. The landlord has submitted a copy of a signed statement dated November 3, 2015 from the tenant, R.F.

The landlord stated that during the condition inspection report for the move-out, the landlord found:

The rental unit was generally dirty throughout.

1 Chipped tile in kitchen.

Multiple slice marks on the kitchen countertop.

Carpet in living room was stretched out loosely.

Dirty grout in the dining room tile floor and the main bathroom.

The landlord relies upon:

Witness statement from R.F. dated November 3, 2015 for damage to entrance.

31 photographs taken on November 2, 2015 at the end of tenancy showing the condition of the rental unit.

Estimates from local contractors for each of the listed items for claim.

Copies of paid invoices from contractors for work done prior to the tenant taking possession of the rental unit.

### 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 affirmed evidence of the landlord and find that the amended claim of \$3,241.00 has been established. I find that the landlord has proved sufficient evidence to satisfy me that the tenant caused damage to the rental unit. This is supported by the completed condition inspection report for the move-in on January 1, 2014. The incomplete condition inspection report made at the end of tenancy which is supported by the landlord's submitted photographs. The landlord has also provided undisputed evidence for the estimates for the work required to repair and replace the damaged items. The landlord has established a monetary claim of \$3,241.00.

The landlord having been successful in their application is entitled to recovery of the \$100.00 filing fee.

### Conclusion

I award a monetary order in the landlord's favor for \$3,341.00.

The tenant must be served with this order as soon as possible. If the tenant should 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: December 14, 2015

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Residential Tenancy Branch

