



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MNR MNDC MNSD FF

### **Introduction:**

Only the landlord attended and gave sworn testimony that they had personally served the tenants with two Notices to End Tenancy and with the Application for Dispute Resolution. The tenants vacated on August 13, 2015 so an Order of Possession is no longer required. The landlord applies pursuant to the *Residential Tenancy Act* for orders as follows:

a) A monetary order pursuant to Sections 46 and 67 for unpaid rent and damages to the property, to retain the security deposit pursuant to Section 38 and to recover the filing fee pursuant to Section 72.

### **Issue(s) to be Decided:**

Has the landlord proved on the balance of probabilities that the tenant owes rent and damaged the property beyond reasonable wear and tear and the cost to cure the damage? Is the landlord entitled to recover the filing fee?

### **Background and Evidence:**

Only the landlord attended and said they were owed 3 months rent for July, August and September 2015. They also claimed damage was done to walls, carpets, the stove and doors and cleaning was required. There was no documentary evidence submitted to support the landlord's claim and she said they had not submitted any. She did not seem to understand that according to the Rules of Procedure 3.11 evidence must be submitted as soon as possible and not less than 14 days prior to the hearing.

When requested, I advised her that she would need documents such as a rental ledger showing the rent owing, the tenancy agreement, condition inspection reports at move-in and move-out if they exist and photographs if possible to support her claim.

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

**Analysis**

Monetary Order:

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.

This test must be satisfied:

1. Proof the loss exists
2. Proof the loss occurred solely because of the actions or neglect of the Respondent in violation of the tenancy agreement or the *Act*
3. Verification of the actual amount required to compensate for the claimed loss or to rectify the damage.
4. Proof that the claimant followed section 7(2) of the *Act* by taking reasonable steps to minimize the damage or loss.

I find insufficient evidence to support the landlord's claim as she submitted no documents. As discussed with her, she must provide documents to support her claim for a monetary order and according to the Rules of Procedure, the tenant should also be supplied with a copy at least 14 days before the hearing. I dismiss her claim and give her leave to reapply when she will have an opportunity to submit evidence.

**Conclusion:**

I dismiss this Application with leave to reapply.

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: February 04, 2016

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Residential Tenancy Branch

