



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNDC, MNSD

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on December 3, 2015, the tenants did not participate in the conference call hearing. The landlord provided information to support the issuance of the Notice of Hearing package by registered mail. The landlord gave affirmed evidence.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence

The landlord's undisputed testimony is as follows. The tenancy began on August 25, 2013 and ended on November 30, 2015. The tenants were obligated to pay \$1275.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$637.50 security deposit. The landlord stated that the tenant poured Epsom salts into the water system that damaged the septic tank. The landlord stated that the tenant accepted responsibility for that. The landlord stated that she had the tank cleaned and repaired at her own cost. The landlord stated that she cautioned the tenant verbally and

in writing advising of what type of items could go into the system. The landlord stated that the septic repairman also provided clear and detailed instructions of items that could and could not go into the system.

The landlord stated that just prior to the tenant moving out she had the carpets cleaned and dumped the strong carpet solution detergent into the system. The landlord stated that this caused the septic tank to become inoperable. The landlord stated that the tenant had exclusive use and access to the septic tank. The landlord had the repairman come and clean and repair the tank at a cost of \$781.62. The landlord is seeking this amount as well as the \$50.00 filing fee.

Analysis

Section 67 of the Act states that when a party makes a claim for damage or loss the burden of proof lies with the applicant to establish their claim. **To prove a loss the applicant must satisfy all four of the following four elements:**

1. Proof that the damage or loss exists,
2. Proof that the damage or loss occurred due to the actions or neglect of the other party in violation of the Act, Regulation or tenancy agreement,
3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage, and
4. Proof that the applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

The landlord has given undisputed testimony along with submitting extensive documentation to support their claim. Based on the above and in the absence of any disputing evidence from the tenant I find that the landlord is entitled to the amount as claimed of \$781.62. The landlord is also entitled to the recovery of the \$50.00 filing fee.

Conclusion

The landlord has established a claim for \$831.62. I order that the landlord retain the \$637.50 security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$194.12. This order may be filed in the Small Claims 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: March 15, 2016

Residential Tenancy Branch

