



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, FF

Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution, filed on September 9, 2015, wherein she sought a Monetary Order for damage to the rental unit and recovery of the filing fee.

This hearing originally convened on March 10, 2016 and continued on April 25, 2016. Both parties appeared at the March 10, 2016 hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

The March 10, 2016 hearing was adjourned as the Landlord's evidence was not available to me. By interim decision dated March 10, 2016 I Ordered the Landlord to resubmit her evidence by no later than March 18, 2016. The Landlord complied with my Order and resubmitted her evidence on March 15, 2016. No other issues with respect to service or delivery of documents or evidence were raised by either party.

The Tenants were not in attendance at the April 25, 2016 hearing. During the March 10, 2016 hearing the Tenants confirmed their new address. The Residential Tenancy Branch records confirm that the Tenants were provided notice of the adjourned hearing and my interim decision on March 11, 2016 to the address provided. I find the Tenants were provided notice of the April 25, 2016 hearing date and as such proceeded in their absence.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Landlord entitled to monetary compensation from the Tenant?
2. Should the Landlord recover the filing fee?

Background and Evidence

Introduced in evidence was a copy of the residential tenancy agreement which indicated that the tenancy began October 1, 2014 for a fixed four month term, which was to continue on a month

to month basis following the expiration of the four month term. Monthly rent was payable in the amount of \$2,800.00 and the Tenant paid a security deposit in the amount of \$1,400.00.

The Landlord testified that the property was rented furnished.

The Landlord testified that the property sold as of August 28, 2015. She further stated that pursuant to the sale, she provided the Tenants' \$1,400.00 security deposit to the new owner.

The Landlord testified that the Tenants continued to use her furniture until they moved out of the rental unit on September 30, 2016.

Introduced in evidence was a copy of the 2 Month Notice to End Tenancy for Landlord's Use of Property dated July 31, 2015. The effective date of the Notice was September 30, 2015. The Landlord testified that to her knowledge the Tenants moved out as of September 30, 2015.

The Landlord claimed \$2,038.29 as compensation for damage to the furniture in the rental unit, including: the faux leather sectional couch valued at \$1,542.78; the dining room chairs valued at \$212.65; a table valued at \$257.87; and, an ottoman valued at \$25.00. In support of her claim the Landlord provided detailed calculations of the depreciated cost of these items calculated from the purchase price. As well, photos submitted by the Landlord confirm these items were significantly damaged by the Tenants and required replacement.

The Landlord submitted in evidence receipts and printouts from the internet which confirmed the original price of the above mentioned items

The Landlord also submitted a copy of the move in condition inspection report which included an itemized list of furniture included in the rental. The values ascribed to the above mentioned items is consisted with the amounts claimed by the Landlord in the within application.

Analysis

In a claim for damage or loss under section 67 of the *Act* or the tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the Landlord has the burden of proof to prove their claim.

Section 7(1) of the *Act* provides that if a Landlord or Tenant does not comply with the *Act*, regulation or tenancy agreement, the non-complying party must compensate the other for damage or loss that results.

Section 67 of the *Act* provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

The Tenants failed to attend the April 25, 2016 hearing to dispute the Landlord's claims. Accordingly, the Landlord's claim was unopposed.

A tenant is responsible for damage they may cause by their actions or neglect including actions of their guests or pets. I accept the Landlord's undisputed evidence that the rental unit was rented furnished and I am persuaded by her testimony and the photos submitted that the Tenants significantly damaged her furniture. I further accept the values ascribed to that furniture and award her the amounts claimed as follows:

Couch	\$1,542.78
Chair	\$212.65
Table	\$257.87
Ottoman	\$25.00
Filing fee	\$50.00
TOTAL AWARDED	\$2,088.29

I find that the Landlord has established a total monetary claim of **\$2,088.29** and I grant the Landlord an Order under section 67 for this amount. This Order may be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court.

Conclusion

The Landlord is granted a monetary Order in the amount of **\$2,088.29** for compensation for damage caused by the Tenants to the Landlord's furniture.

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: April 27, 2016

Residential Tenancy Branch