



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BC HOUSING
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

MND, MNR, MNDC, FF

Introduction

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

- a monetary order for unpaid rent, for damage to the rental unit, and 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 agents (the landlord) attended the hearing via conference call and provided undisputed affirmed evidence that the tenant was served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on December 31, 2015. The landlord as provided in her direct testimony the Customer Receipt Tracking Number and that an online search showed that the tenant's daughter signed in receipt on January 7, 2016. The tenant did not attend or submit any documentary evidence. I accept the undisputed affirmed evidence of the landlord and find that the tenant was properly served as per sections 88 and 89 of the Act. Although the tenant signed in receipt of the package on January 7, 2016, the tenant is deemed to have received the notice of hearing and submitted documentary evidence as per section 90 of the Act, 5 days after service.

Issue(s) to be Decided

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

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The landlord stated that this tenancy began on October 1, 2010 as shown by the submitted copy of the signed tenancy agreement dated September 8, 2010. The landlord stated that a condition inspection report for the move-in was completed by both parties on September 28, 2010. The unit was noted as being in "good condition". The landlord also stated that the tenant failed to participate in a condition inspection report for the move-out and that one was completed without the tenant on December 31, 2013. The unit was noted as "no keys/front door lock changed/garage/t.'s very poor condition/ alot of items left will take pictures".

The landlord seeks an amended monetary claim of \$3,445.80 which consists of:

\$285.00	Unpaid Rent, December 2013
\$446.25	Replacement of an Exterior Door and door sweep
\$1,244.55	Replacement of 5 interior doors
\$1,470.00	Replacement of kitchen/bathroom cabinet drawers

The landlord stated that at the end of tenancy the tenant vacated the rental unit without paying rental arrears of \$285.00 for December 2013. The landlord clarified that notice to vacate the premises was received from the tenant on December 2, 2013 for December 31, 2013 and that the tenant failed to pay rent for December 2013 prior to vacating the premises. The landlord also stated that the tenant left the premises with damage to the exterior door, 5 interior doors and the kitchen/bathroom cabinet drawers.

The landlord has also submitted in support of the application copies of:

- The tenant's written notice to vacate the premises dated December 2, 2013.
- A 10 Day Notice dated December 10, 2013 which states that the tenant failed to pay rent of \$285.00 that was due on December 1, 2013.
- A copy of the completed condition inspection report for the move-in dated September 28, 2010.
- A copy of the incomplete condition inspection report for the move-out dated December 31, 2013.
- Copies of 65 photographs of the rental unit at the end of tenancy.
- A copy of the invoice dated May 30, 2014 for exterior door and sweep replacement.
- A copy of the invoice dated June 3, 2014 for kitchen/bathroom cabinet drawer replacements.
- A copy of the invoice dated May 30, 2014 for replacement of 5 interior doors.

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 tenant vacated the rental unit without paying December 2013 rent and leaving it damaged as claimed. The landlord has provided undisputed evidence of damage left by the tenant and has provided copies of the invoices for the replacement costs.

The landlord has established a monetary award of \$3,445.80.

The landlord having been successful in the application is entitled to recovery of the \$50.00 filing fee.

Conclusion

The landlord is granted a monetary award for \$3,495.80.

This order must be served upon the tenant. Should the tenant fail to comply with the order, the 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: August 04, 2016

Residential Tenancy Branch

