



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

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

## **DECISION**

Dispute Codes      FF, MND, MNR

### 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 February 17, 2016, the tenant did not participate in the conference call hearing. 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 April 15, 2009 and ended on December 3, 2015. The tenants were obligated to pay \$357.00 per month in rent. The landlord stated that move in and move out written condition inspection reports were conducted. The landlord stated that the tenant was in arrears \$367.00 rent when she moved out. The landlord stated that the tenant left the unit extremely dirty and left numerous items behind. The landlord incurred costs of \$1210.00 to clean the unit and \$112.00 for a large garbage bin rental. The landlord also seeks the recovery of the \$100.00 filing fee.

### Analysis

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

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.

Based on the extensive documentation of the landlord and their undisputed testimony, I find that they have provided sufficient evidence to prove their claim.

### Conclusion

The landlord has established a claim for \$1789.00. I grant the landlord an order under section 67 for the balance due of \$1789.00. 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: September 27, 2016

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Residential Tenancy Branch