



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, FF

Introduction

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

- a monetary order for damage to the rental unit pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

The tenants did not participate in the conference call hearing, which lasted approximately 15 minutes. The landlord's agent (the "landlord") attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed she was an agent of the landlord's company named in this application, and had authority to speak on its behalf.

The landlord testified that on March 11, 2016 she forwarded the landlord's application for dispute resolution via registered mail to each tenant. The landlord provided tracking numbers as proof of service. Based on the testimony of the landlord and in accordance with sections 89 and 90 of the *Act*, I find that the tenants have been deemed served with the application on March 16, 2016, the fifth day after their registered mailing.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for damage to the rental unit?

Is the landlord authorized to recover the filing fee for this application from the tenants?

Background and Evidence

As per the submitted tenancy agreement and testimony of the landlord, the tenancy began on July 1, 2012 on a month-to-month basis. Rent in the amount of \$817.00 was payable on the first of each month. The tenants vacated the rental unit on June 23, 2015.

The landlord seeks damages in the amount of \$443.25. Specifically the landlord seeks \$208.25 for yard clean up and oven cleaning along with \$235.00 for repair of the stair wall. The landlord submitted receipts and photographs. The landlord also submitted copies of the move-in and move-out inspection reports.

The landlord seeks to recover the \$100.00 filing fee paid for this application from the tenants.

Analysis

Under section 67 of the *Act*, when a party makes a claim for damage or loss, the burden of proof lies with the applicant to establish the claim. To prove a loss, the applicant must satisfy the test prescribed by Section 7 of the *Act*. The applicant must prove a loss actually exists and prove the loss happened solely because of the actions of the respondent in violation to the *Act*. The applicant must also verify the loss with receipts and the applicant must show how they mitigated or what reasonable efforts they made to minimize the claimed loss.

Based on the undisputed testimony of the landlord, condition inspection reports, photographs and invoices before me, I find the landlord is entitled to recover damages in the amount of \$443.25.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee for a **total award of \$543.25**.

Conclusion

I issue a monetary order in the landlord's favour in the amount of **\$543.25**.

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: November 1, 2016

Residential Tenancy Branch

