



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

Introduction

This hearing dealt with application from the landlord under the *Residential Tenancy Act* (the *Act*). The landlord applied for:

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

The landlord submitted documentary evidence that the tenant was served notice of this application and this hearing by registered mail on April 29, 2016 and served on the tenant on May 2, 2016. Canada Post tracking information was submitted in the landlord's evidence to reflect the above. Based on the submissions of the landlord, I find the tenant was served notice of this proceeding on May 2, 2016, pursuant to section 89 of the *Act*. Therefore, I continued in the absence of the tenant.

Issue(s) to be Decided

Is the landlord entitled to recover the filing fee for this application from the tenant?
Is the landlord entitled to a monetary award for damage arising out of this tenancy?

Background and Evidence

The landlord's undisputed testimony is as follows. The tenancy began on December 1, 2013 and ended on January 2, 2015. Written condition inspection reports were conducted at move in and move out by the landlord; however the tenant chose not to participate in the move out inspection. The landlord testified that the unit was left filthy with vomit strewn about the entire unit. The landlord testified that the tenant left an extensive amount of debris and garbage behind in the unit. The landlord testified that the tenants damaged some drywall, two doors, a window, and a kitchen cabinet.

The tenants were obligated to pay \$320.00 per month in rent. No security deposit was provided.

The landlord is applying for the following:

1.	Suite cleaning and removal of garbage and debris from suite	\$1460.00
2.	Replace broken window	\$216.50
3.	Repair doors	\$188.00
4.	Repair drywall damage	\$400.00
5.	Filing Fee	\$100.00
6.		
	Total	\$2364.50

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.

Based on the undisputed testimony of the landlord, the extensive supporting documentation from the landlord and in the absence of any disputing evidence from the tenant, I find that the landlord has provided sufficient evidence to support their claim.

Conclusion

The landlord has established a claim for \$2364.50. I grant the landlord an order under section 67 for the balance due of \$2364.50. 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: November 02, 2016

Residential Tenancy Branch

