



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WESLEY PLACE LTD & PACIFICA FIRST MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, FF

Introduction

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

- a monetary order for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- authorization to recover the filing fee for its application from the tenant, pursuant to section 72.

Despite having been served with the application for dispute resolution and notice of hearing by having a witness present when personally serving the tenant on May 30, 2016, the tenants did not participate in the conference call hearing. The landlord provided detailed written evidence that the tenant was served the evidence by way of registered mail on October 27, 2016. The landlord provided the tracking information to support that. Based on the above I find that the tenant has been served in accordance with Sections 89 and 90 of the Act. The hearing proceeded and completed on that basis.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Is the landlord entitled to the recovery of the filing fee?

Background, Evidence

The landlord's agent's undisputed testimony is as follows. The tenancy began on August 19, 2015 and ended on August 31, 2016. The tenants were obligated to pay \$1190.00 per month in rent. The agent testified that on May 9, 2016 the landlord had a technician come to the property to have the air duct system inspected and cleaned. The agent testified that the tenant became abusive and aggressive towards the technician.

The tenant damaged the technician's equipment and spat on the workers. The company was unable to complete their work, however the landlord was still charged \$144.37 for their time. The agent requests the recovery of that cost along with the filing fee.

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. Based on the extensive documentation from the landlord and the undisputed testimony of the agent, I find that the landlord is entitled to the recovery of the \$144.37 service call as well as the \$100.00 filing fee for a total award of \$244.37.

Conclusion

The landlord has established a claim for \$244.37. I grant the landlord an order under section 67 for the balance due of \$244.37. 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 16, 2016

Residential Tenancy Branch