



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **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;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The landlord attended the hearing via conference call and provided undisputed affirmed testimony. The tenant did not attend or submit any documentary evidence. The landlord stated that the tenant was served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on July 20, 2016.

### 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 provided undisputed affirmed evidence that there was a signed tenancy agreement in which the tenant paid \$2,200.00 in monthly rent and that a condition inspection report for the move-in was completed at the beginning of the tenancy. The

landlord stated that the tenant vacated the rental unit on June 16, 2016 after an agreement was made for the tenant to vacate on June 15, 2016.

The landlord stated that the tenant over held the rental unit and left it dirty and damaged. The landlord seeks a monetary claim of \$1,340.00 which consists of:

\$550.00	Unpaid Rent
\$100.00	Cleaning
\$360.00	Estimate to Replace Door
\$120.00	Estimate to Replace Power Socket
\$110.00	Estimate to Replace light fixture and 8 lightbulbs
\$50.00	Fix Closet Door
\$50.00	Garbage bin cleaning

In support of the application, the landlord has provide:

- A photograph of a cleaning invoice for \$100.00 dated June 28, 2016
- A photograph of a dirty exhaust fan
- A notation that a verbal estimate was obtained to replace a door
- A notation that a verbal estimate was obtained to replace a power socket
- A photograph of a door with a hole
- A photograph of a burned power socket
- A photograph(screenshot) of an online ad for a new light fixture
- A photograph(screenshot) of an online ad for a LED lightbulb
- A notation that a closet door requires parts
- A notation that a garbage bin needs cleaning
- A photograph of part of a closet door
- A photograph of a garbage bin
- A photograph of the inside of the garbage bin

The landlord stated only the cleaning charge of \$100.00 was paid to clean and that the landlord does not have any invoices or receipts for the remaining items of claim. The landlord also noted that the tenant left a door damaged with a hole, a missing light cover and 8 burned out lightbulbs. The landlord also stated that a closet door was damaged and a garbage bin left dirty requiring cleaning.

The landlord stated that the rental unit was re-rented for July 1, 2016.

### 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. When a party makes a claim for damage or loss the burden of proof lies with the applicant to establish their claim. To prove a loss the applicant must satisfy the following four elements:

1. Proof that the damage or loss exists,
2. Proof that the damage or loss occurred due to the actions or neglect of the other party in violation of the Act, Regulation or tenancy agreement,
3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage, and
4. Proof that the applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

I accept the undisputed affirmed evidence of the landlord and find that the tenant vacated the rental unit on June 16, 2016 over holding it by 1 day. I find that the landlord's claim for \$550.00 in unpaid rent for the remaining portion of June to be excessive as there was an agreement to end the tenancy on June 15, 2016. I also find that the landlord's explanation of not renting the unit until July 1, 2016 was one of choice and not of necessity as there is no evidence that the property was not rentable. The landlord has failed to provide sufficient evidence to mitigate any possible losses by advertising the unit for rent on June 15, 2016. As such, I find that the landlord's claim for unpaid rent/loss of rental income of \$550.00 is dismissed.

I accept the landlord's undisputed affirmed evidence that the rental unit was left dirty requiring the landlord to have it cleaned and as such the landlord's claim for recovery of the \$100.00 in cleaning is granted.

I accept the landlord's undisputed affirmed evidence that the tenant left the unit damaged; hole in door, burned power socket, a broken closet door and a dirty garbage bin. However, the landlord relies not on estimate/quotes, but notations of an estimate. As such, I find that the landlord has failed to provide sufficient evidence of an actual amount and these portions of the claim are dismissed.

In the remaining items of claim, the landlord has failed to provide any basis for the amounts claimed. The landlord instead has stated in her direct testimony that she bought a repair kit for the closet door, cleaned the garbage bin and replaced a light cover. I note that the landlord's estimate/quote for the light was for a new light fixture and not a cover. The landlord has also failed to provide any details of the cost of a closet door repair kit or of why \$50.00 is being sought for her time to clean the garbage

bin. The landlord has not provided sufficient evidence of any costs incurred. As such, these portions of the landlord's claim are dismissed.

The landlord has established a monetary claim of \$100.00.

I grant the landlord \$50.00 for recovery of the filing fee having only been partially successful in her application.

### Conclusion

The landlord is granted a monetary order for \$150.00.

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 of British Columbia.

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: January 18, 2017

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Residential Tenancy Branch