



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MNDC, MNR

### Introduction

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

- a monetary order for damage or loss to the unit and for a loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- authorization to recover the filing fee for its application from the tenant, pursuant to section 72.

The hearing was conducted via teleconference and was attended by the landlords. No one was in attendance on behalf of the tenant. The landlords submitted documentary evidence that the tenant was served notice of this application and this hearing by registered mail on August 29, 2016. Canada Post tracking information was submitted in the landlord's evidence. The landlord provided documentary evidence that shows the tenant received and signed for the Notice of Hearing package on September 12, 2016. Based on the evidence before me I am satisfied that the landlords have served the tenants in accordance with Section 89 of the Act.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Is the landlord entitled to a monetary award for loss arising out of this tenancy?

Is the landlord entitled to a monetary award for damage arising out of this tenancy?

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

Is the landlord entitled to recover the filing fee for this application from the tenant?

### Background, Evidence

The landlord's undisputed testimony is as follows. The tenancy began on June 15, 2016 and ended on August 14, 2016. The tenants were obligated to pay \$8900.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$4450.00 security deposit. The landlord has returned \$3303.00 of the deposit to the tenant and retained \$1147.00. The landlords testified that written condition inspection reports were conducted at move in and move out. The landlords testified that the tenant left the unit in a "filthy" condition and "completely ruined the penthouse". The landlords' testified that the suite required extensive cleaning and carpet cleaning.

The landlords testified that the tenant damaged a lamp and furniture throughout the suite. The landlords testified that the tenant had stacked furniture in the corner requiring the landlords to hire someone to move all the furniture. The landlords testified that the tenant damaged all the cable boxes requiring Shaw Cable to send a serviceman to repair them. The landlords testified that the tenant did not book the elevator for move in or move out as per the Strata bylaws and the landlords were fined for this infraction. The landlords testified that the tenant signed the Form K and was aware of his responsibilities.

The landlords are applying for the following:

1.	Furniture Moving	150.00
2.	Suite Cleaning	667.50
3.	Carpet Cleaning	147.00
4.	Replace Lamp	180.00
5.	Strata bylaw fine	200.00
6.	Shaw Cable	60.00
7.	Filing Fee	100.00
8.	Minus remainder of Security deposit	-1147.00
	<b>Total</b>	<b>\$357.50</b>

### Analysis

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 arguments are reproduced here. The principal aspects of the landlord's claim and my findings around each 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. 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.

The landlords have provided documentation to support all items claimed for except the lamp. The landlords did not provide a receipt to show the actual amount of the loss as is required in Section 67 of the *Act* and I therefore dismiss that portion of their claim.

In summary, the landlord has been successful in the following claims:

1.	Furniture Moving	150.00
2.	Suite Cleaning	667.50
3.	Carpet Cleaning	147.00
4.	Strata bylaw fine	200.00
5.	Shaw Cable	60.00
6.	Filing fee	100.00
7.	Minus remainder of Security deposit	-1147.00
	Total	<b>\$177.50</b>

### Conclusion

The landlord has established a claim for \$1324.50. I order that the landlord retain the remaining \$1147.00 of the security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$177.50. 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: February 22, 2017

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Residential Tenancy Branch