



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOMELIFE PENINSULA PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNSD, MND, MNDC, FF

Introduction

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

- a monetary order for unpaid rent, for damage to the suite and 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 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 landlord gave written evidence and sworn oral testimony that copies of the landlord's dispute resolution hearing package were sent to both tenants by registered mail on September 6, 2016. The landlord entered into written evidence copies of the tracking slips, including the Canada Post Tracking Numbers, showing that his hearing packages were sent to the tenants by registered mail. In accordance with sections 89 and 90 of the *Act*, I am satisfied that both tenants were deemed served with the landlord's dispute resolution hearing packages.

Issue to be Decided

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 testimony is as follows. The tenancy began on March 1, 2016 and ended on July 31, 2016. The tenants were obligated to pay \$1600.00 per month in rent in advance and at the outset of the tenancy the tenants paid an \$800.00 security deposit. The landlord testified that this tenancy was to be for one year but due to the tenants' criminal activity it ended on July 31, 2016. The landlord testified that due to illegal drug related activity, the local police were forced

to breach the unit and break the door down. Occupants in the unit were arrested and charged. The tenants did not attend for the move out inspection. The landlord testified that the unit and carpets had not been cleaned, keys and fobs were not returned, strata fines had not been paid, parking pass has not been returned, and charges to put a temporary door and then a permanent door were not paid for by the tenants. The landlord testified that despite trying to resolve the matter with the tenants they were unsuccessful. The landlord testified that they have incurred all of these costs as a result of the tenants' actions and now seek to the recovery of these charges.

The landlord is applying for the following:

1	Cleaning	147.00
2	Carpet Cleaning	157.50
3	Repairs	157.50
4	Re-key locks	100.80
5	Re-key Mailbox	131.20
6	Replacement of Electronic Fobs	150.00
7	Replace parking pass	75.00
8	Temp –door	152.25
9	Strata fine	178.50
10	Permanent door	1485.75
11	Filing fee	100.00
12	Minus security deposit	800.00
	Total	\$2035.50

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

The landlord provided extensive documentation to support their claim and undisputed testimony. Based on the above I am satisfied that the landlord has provided sufficient evidence to support their claim.

Conclusion

In summary, the landlord has been successful for the following

1	Cleaning	147.00
2	Carpet Cleaning	157.50
3	Repairs	157.50
4	Re-key locks	100.80
5	Re-key Mailbox	131.20
6	Replacement of Electronic Fobs	150.00
7	Replace parking pass	75.00
8	Temp –door	152.25
9	Strata fine	178.50
10	Permanent door	1485.75
11	Filing fee	100.00
12	Minus security deposit	800.00
	Total	\$2035.50

The landlord has established a claim for \$2835.50. I order that the landlord retain the \$800.00 security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$2035.50. 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: March 02, 2017

Residential Tenancy Branch