



# 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 MND, FF

### Introduction

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

- a monetary order for 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.

The landlord gave written evidence and sworn oral testimony that the Notice of Hearing Package and evidence was sent to the tenant by registered mail on November 10, 2016. The landlord entered into written evidence copies of the tracking slips, including the Canada Post Tracking Numbers, showing that her hearing packages were sent to the tenant by registered mail and that the packages were returned to her as "unclaimed". In accordance with sections 89 and 90 of the *Act*, I am satisfied that the landlord served the tenant as required and this hearing proceeded and completed on that basis.

### Issues to be Decided

Is the landlord entitled to a monetary award for damages and losses arising out of this tenancy?  
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 August 22, 2014 and ended on October 5, 2015. The tenants were obligated to pay \$510.00 per month in rent. The landlord testified that the tenant left the unit dirty with some minor damage. The landlord testified that the unit required extra cleaning and some minor repairs that went beyond wear and tear. The landlord testified that despite their best efforts to resolve the matter with the tenant, the tenant cut off communication.

The landlord is applying for the following:

1.	Suite Cleaning	330.00
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2.	Replace Curtain rod,, window screens and receptacle	149.14
3.	Replace Drywall	100.00
4.	Filing Fee	100.00
5.		
6.		
	Total	<b>\$679.14</b>

### 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.

The landlord has provided extensive documentation for this hearing. Based on the undisputed evidence of the landlord, I find that they are entitled to the amount as claimed.

### Conclusion

The landlord has established a claim for \$679.14. I grant the landlord an order under section 67 for the balance due of \$679.14. 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: May 11, 2017

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Residential Tenancy Branch