



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1025573 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MND, MNDC, FF

Introduction and Conclusion

This hearing convened as a result of a Landlord's Application for Dispute Resolution wherein the Landlord sought a Monetary Order for damage to the rental unit, authority to retain the security deposit and recovery of the filing fee.

Only the Landlord's representative appeared at the hearing. He stated that is the owner of the numbered company which is noted as Landlord on his application. He also stated that he served the Tenants at the address they provided to him after the tenancy ended. He was not able to say when the letter was provided.

In the claim the Landlord seeks the sum of \$2,925.00 for damage to the rental unit. The Landlord confirmed he did not file any evidence in support of his claim, nor did he provide any evidence to the Tenants.

Residential Tenancy Branch Rules of Procedure as follows:

3.1 Documents that must be served

The applicant must, within 3 days of the hearing package being made available by the Residential Tenancy Branch, serve each respondent with copies of all of the following:

- a) the application for dispute resolution;
- b) the notice of dispute resolution proceeding letter provided to the applicant by the Residential Tenancy Branch;
- c) the dispute resolution proceeding information package provided by the Residential Tenancy Branch;
- d) a detailed calculation of any monetary claim being made;
- e) a copy of the Notice to End Tenancy, if the applicant seeks an order of possession or to cancel a Notice to End Tenancy; and

- f) any other evidence, including evidence submitted to the Residential Tenancy Branch with the application for dispute resolution, in accordance with Rule 2.5 [*Documents that must be submitted with an application for dispute resolution*].

The Landlord bears the burden of proving their claim on a balance of probabilities. To prove a loss and have one party pay for the loss requires the claiming party to prove four different elements:

- proof that the damage or loss exists;
- proof that the damage or loss occurred due to the actions or neglect of the responding party in violation of the Act or agreement;
- proof of the actual amount required to compensate for the claimed loss or to repair the damage; and
- 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 find that the Landlord failed to submit sufficient particulars to support their claim, such as: a copy of the residential tenancy agreement, proof C.Y. has authority to act on behalf of the numbered company, a detailed calculation of money owing, photos of the alleged damage, and, a copy of any written correspondence from the Tenants setting out their forwarding address (if such a document exists). Such evidence may support the Landlord's damages claim, and may provide required information with respect to the Landlord's request to retain the Tenant's security deposit.

I therefore dismiss the Landlord's claim with leave to reapply.

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 19, 2017

Residential Tenancy Branch