Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes   MND, MNR, FF

Introduction

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

- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 67; and
- authorization to recover the filing fee for its application from the tenant, pursuant to section 72.

Only the landlord appeared at the hearing. The landlord provided affirmed testimony and was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. The landlord testified and supplied documentary evidence that she served the tenant with the Notice of Hearing and Application for Dispute Resolution by registered mail. The landlord had provided tracking information from Canada Post indicating the mail had been signed for on December 21, 2016 I find the tenant has been duly served in accordance with the Act. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

Issue to be Decided

Is the landlord entitled to a monetary award for unpaid rent and damages?
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 July 29, 2014 and ended on February 1, 2016. The tenants were obligated to pay $595.00 per month in rent. The landlord testified that the tenant left the unit dirty and with some miscellaneous damages to a door, window screens and smoke detectors. The landlord

testified that the unit was painted just prior to the tenant moving in but due to the poor condition the unit was returned in, the landlord was required to repaint the entire unit. The amount the landlord has provided for painting is only fifty percent of the actual cost instead of the higher amount that they would be entitled to in efforts to assist the tenant. The landlord testified that tenant left without paying some rental arrears as well.

The landlord is applying for the following:

1.	Unpaid Rent	$265.00
2.	Extra cleaning	220.00
3.	Miscellaneous Repairs	371.99
4.	Carpet cleaning	197.52
5.	Painting	1642.00
6.	Filing fee	100.00
7.		
8.		
	Total	**$2,778.51**

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 provided extensive documentation to support their claim including; condition inspection reports, receipts, photos and undisputed testimony. Based on all of the above, I find that the landlord is entitled to the monetary order as claimed.

Conclusion

The landlord has established a claim for $2778.51. I grant the landlord an order under section 67 for the balance due of $2778.51. 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: June 19, 2017

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Residential Tenancy Branch