



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KEY PROPERTY MANAGEMENT LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR MND MNDC MNSD FF

Introduction:

Only the landlord attended and gave sworn testimony. The landlord said they served the Application for Dispute Resolution on the tenant by registered mail (receipt provided) and he acknowledged receiving it by email. I find the tenant was legally served pursuant to section 89 of the Act for the purposes of this hearing. The landlord applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Sections 7, 46 and 67 for unpaid rent and damages;
- b) To retain the security deposit to offset the amount owing; and
- c) An order to recover the filing fee pursuant to Section 72.

Issue(s) to be Decided:

Has the landlord has proved on a balance of probabilities that the tenant damaged the property, that it was beyond reasonable wear and tear and the cost of repair? Is the landlord entitled to recover the filing fee?

Background and Evidence:

The tenant did not attend the hearing although served with the Application/Notice of Hearing. The landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The landlord stated that the tenancy commenced December 1, 2015, that monthly rent was \$1500 and a security deposit of \$750 was paid November 20, 2015. The landlords said that the tenant did not pay rent for November 2016 but gave one payment of \$300 towards it and promised to pay the balance but did not. The tenant vacated on November 30, 2016.

The landlord claims as follows:

- \$1200: balance of November 2016 rent
- \$800 : for strata fines. Strata correspondence in evidence.
- \$517.00: for cleaning

- \$683: for replacing 3 passage doors and bulbs
- \$200: to replace 2 fobs that were not returned.

The landlord supplied photographs and a condition inspection report done at move-in and move-out plus texts from the tenant acknowledging responsibility for the debts as evidence of the damage. They also supplied invoices for costs.

The tenant provided no documents and did not attend to dispute the claim. On the basis of the documentary and solemnly sworn evidence, a decision has been reached.

Analysis

Monetary Order

I find that there are rental arrears in the amount of \$1200.00.

Awards for compensation are provided in sections 7 and 67 of the *Act*. Accordingly, an applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did whatever was reasonable to minimize the damage or loss.

Director's orders: compensation for damage or loss

67 Without limiting the general authority in section 62 (3) [*director's authority respecting dispute resolution proceedings*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

Section 67 of the Act does *not* give the director the authority to order a respondent to pay compensation to the applicant if damage or loss is not the result of the respondent's non-compliance with the Act, the regulations or a tenancy agreement.

The onus is on the landlord to prove on the balance of probabilities that there is damage caused by this tenant, that it is beyond reasonable wear and tear and the cost to cure the damage. I find the landlord's evidence credible that this tenant caused the damage. Section 37 of the Act provides that a tenant must leave the unit reasonably clean and tidy when vacating. I find the tenant violated this section of the Act by leaving the unit very dirty. I find the landlord entitled to recover cleaning costs of \$517 as invoiced.

I find the weight of the evidence is that this tenant and/or his guests' behaviour violated the strata rules and caused the landlord to incur fines. I find the landlord entitled to recover the \$800 expended on strata fines.

I find the amount of damage and cost to repair is supported by statements, photographs and invoices and the tenant has not disputed the claim. I find the landlord entitled to recover compensation of \$683 for damage to 3 doors and bulbs and \$200 for the replacement cost for the fobs that were not returned. In total, I find the weight of the evidence is that the landlord is entitled to compensation of \$3400 as claimed.

Conclusion:

I find the landlord is entitled to a monetary order as calculated below and to retain the security deposit with interest to offset the amount owing. I find the landlord is also entitled to recover filing fees paid for this application.

Calculation of Monetary Award:

Rent arrears November 2016	1200.00
Strata fines	800.00
Cleaning	517.00
Doors and bulbs	683.00
Two replacement fobs not returned	200.00
Filing fee	100.00
Less security deposit	-750.00
Total Monetary Order to Landlord	2750.00

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: July 18, 2017

Residential Tenancy Branch