



Dispute Resolution Services

Page: 1

Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding METRO VANCOUVER HOUSING CORPORATION
and [tenant name suppressed to protect privacy]

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 damages pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing, which lasted 10 minutes. The corporate landlord was represented by its agent JH (the "landlord") who was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord testified that the landlord's application for dispute resolution dated April 11, 2017 was sent to the tenant by registered mail to an address provided by the tenant on April 12, 2017. The landlord provided a Canada Post tracking number as evidence of service. I find that the tenant was deemed served with the landlord's application for dispute resolution and evidence package in accordance with sections 88, 89 and 90 of the Act on April 17, 2017, five days after mailing.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Is the landlord entitled to recover the filing fee for this application from the tenants?

Background and Evidence

The landlord provided undisputed testimony regarding the following facts. This tenancy began in December, 2008 and ended in March, 2016. The tenant's portion of the monthly rent was \$595.00 payable on the first of the month. A security deposit of \$402.50 was paid by the tenant at the start of the tenancy and still held by the landlord. The landlord provided evidence that the value of the security deposit is \$403.01 as at the date of the hearing.

The landlord seeks a monetary award of \$1,438.12 under the following heads of damage:

| Item | Amount |
|----------------|----------|
| Rental Arrears | \$619.00 |

| | |
|---------------------|-------------------|
| Cleaning Costs | \$244.44 |
| Re-painting Bedroom | \$100.00 |
| Replacing Drapes | \$474.68 |
| Total | \$1,438.12 |

The landlord testified that the tenancy was in arrears by \$619.00 when the tenant abandoned the rental unit. The landlord submitted into written evidence a copy of the tenant ledger showing the arrears.

The tenant failed to participate in a move out condition inspection report at the end of the tenancy despite the landlord making multiple attempts to arrange an inspection. The landlord testified that the tenant left the rental unit in disarray when vacating, necessitating considerable cleaning and repairs. The landlord submitted into written evidence invoices and receipts for the cleaning and repairs undertaken after the tenant vacated the rental unit. The landlord said that the tenant had painted a bedroom in the rental unit without authorization and the landlord needed to repaint it to its original color. The landlord testified that the drapes in the rental unit were damaged and missing in places requiring replacement.

Analysis

Section 67 of the *Act* allows me to issue a monetary award for loss resulting from a party violating the *Act*, regulations or a tenancy agreement. 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 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 undisputed evidence at this hearing, as the tenant did not attend.

I accept the landlord's evidence that the tenant caused damage to the rental unit that required repairs and cleaning. I accept the landlord's written evidence that the total cost of the repairs and cleaning is \$819.12. I accept the landlord's evidence that the tenancy was in arrears by \$619.00 at the end of the tenancy. Accordingly, I find that the landlord is entitled to a monetary award in the amount of \$1,438.12.

In accordance with sections 38 and the offsetting provisions of 72 of the *Act*, I allow the landlord to retain the tenant's security deposit of \$403.01 in partial satisfaction of the monetary award issued in the landlord's favour.

As the landlord's application was successful, the landlord is also entitled to recovery of the \$100.00 filing fee for the cost of this application.

Conclusion

I issue a monetary order in the landlords' favour in the amount of \$1,135.11 under the following terms, which allows the landlord to recover the damage and loss suffered and the filing fee for their application:

| Item | Amount |
|------|--------|
|------|--------|

| | |
|-----------------------|-------------------|
| Rental Arrears | \$619.00 |
| Cleaning Costs | \$244.44 |
| Re-painting Bedroom | \$100.00 |
| Replacing Drapes | \$474.68 |
| Filing Fees | \$100.00 |
| Less Security Deposit | -\$403.01 |
| Total | \$1,135.11 |

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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: September 12, 2017

Residential Tenancy Branch