



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, 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 JS (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 13, 2017 was sent to the tenant by registered mail on April 24, 2017. The landlord provided a Canada Post tracking number and a printout of the tracking page showing the package as received and signed for by the tenant 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 29, 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 tenant?

Background and Evidence

The landlord provided undisputed testimony regarding the following facts. This tenancy began in July, 2014 and ended on June, 2016. The tenant's portion of the monthly rent was \$596.00 at the end of the tenancy.

The landlord seeks a monetary award of \$794.50 under the following heads of damage:

| Item | Amount |
|-----------------------------|-----------------|
| Rental Arrears | \$85.00 |
| Cleaning Costs | \$387.00 |
| Rubbish Removal Fee | \$22.50 |
| Re-Painting and Wall Repair | \$300.00 |
| Total | \$794.50 |

The landlord testified that the tenancy was in arrears by \$85.00 when the tenancy ended. The landlord submitted into written evidence a copy of the 10 Day Notice to End Tenancy issued on June 8, 2016 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 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. .

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 \$687.00. I accept the landlord's evidence that the tenancy

was in arrears by \$85.00 at the end of the tenancy. I accept the landlord's evidence that the cost of removing debris from the rental unit was \$22.50. Accordingly, I find that the landlord is entitled to a monetary award in the amount of \$794.50.

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 \$894.50 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 | \$85.00 |
| Cleaning Costs | \$387.00 |
| Rubbish Removal Fee | \$22.50 |
| Re-Painting and Wall Repair | \$300.00 |
| Filing Fee | \$100.00 |
| Total | \$894.50 |

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 18, 2017

Residential Tenancy Branch