



# 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, MNDC, FF

#### Introduction

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

- a monetary order 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.

The hearing was conducted via teleconference and was attended by the landlord. No one was in attendance on behalf of the tenant.

The landlord submitted documentary evidence that the tenant was served notice of this application and this hearing by registered mail on May 26, 2017. Canada Post tracking information was submitted in the landlord's evidence. The landlord submitted documentary evidence that the tenant accepted and signed for the landlords' package on May 30, 2017. Based on the submissions of the landlord, I find the tenant was duly served notice of this proceeding on May 30, 2017 pursuant to section 89 of the *Act*. Therefore, I continued in the absence of the tenant.

#### Issue to be Decided

Is the landlord entitled to a monetary award for loss arising out of this tenancy?

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 September 1, 2013 and ended on November 30, 2015. The landlord testified that the suite was painted prior to the tenant moving in. The landlord testified that the tenant damaged several walls requiring them to be repainted. The landlord testified that they are seeking the pro-rated amount as required under Residential Tenancy Policy Guideline 40. The landlord testified that the tenant did not clean the suite at move out and did not remove the debris and garbage. The landlord testified that suite cleaning and rubbish removal was required.

The landlord is applying for the following:

|    |                             |                  |
|----|-----------------------------|------------------|
| 1. | Painting – pro-rated amount | \$601.75         |
| 2. | Rubbish Removal             | 244.64           |
| 3. | Suite cleaning              | 100.00           |
| 4. | Filing fee                  | 100.00           |
| 5. |                             |                  |
| 6. |                             |                  |
|    | Total                       | <b>\$1046.39</b> |

### 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 provide **sufficient evidence of the following four factors**; the existence of the damage/loss, that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party, the applicant must also show that they followed section 7(2) of the *Act* by taking steps to mitigate or minimize the loss or damage being claimed, and that if that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

The landlord submitted condition inspection reports, photos, receipts and their undisputed testimony to support their claim. Based on the above, the landlord is entitled to the amount as claimed.

### Conclusion

The landlord has established a claim for \$1046.39. I grant the landlord an order under section 67 for the balance due of \$1046.39. 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: October 30, 2017

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Residential Tenancy Branch