



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **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 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 approximately 10 minutes. The landlord attended and 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 June 7, 2017 was sent to the tenant by registered mail on June 8, 2017 to a service address provided by the tenant. The landlord provided a Canada Post tracking numbers 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 June 13, 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 ended in early 2017. There was an earlier hearing regarding this tenancy where it was ordered that the landlord could retain the security deposit in partial satisfaction of a monetary award.

The landlord said that the tenant left the rental unit in a state of disrepair and he incurred costs for repairs, cleaning and restoration. The tenant submitted into written evidence receipts showing the amounts paid. The landlord claims the total amount of \$3,589.00 for the following items:

Item	Amount
Damaged Window	\$1,900.00
Furniture and Junk Removal	\$1,249.50
Professional Cleaning	\$747.50
Carpet Cleaning	\$304.29
<b>Total</b>	<b>\$4,201.29</b>

The landlord testified that the tenant paid utility bills and there was a credit on the accounts after the tenancy ended. Therefore, the landlord deducts the amount of \$612.29 from the amount claimed and seeks a monetary award in the amount of \$3,589.00.

### 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 tenants 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 cost of the repairs and cleaning is \$3,589.00. Accordingly, I find that the landlord is entitled to a monetary award in this amount.

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 \$3,689.00 under the following terms, which allows the landlord to recover the damage and loss suffered and the filing fee for their application:

Item	Amount
Damaged Window	\$1,900.00
Furniture and Junk Removal	\$1,249.50
Professional Cleaning	\$747.50
Carpet Cleaning	\$304.29
Less Utility Credits	-\$612.29
Filing Fee	\$100.00
<b>Total</b>	<b>\$3,689.00</b>

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: November 16, 2017

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Residential Tenancy Branch