



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BARAFIELD REALTY LTD. &  
GATEWAY PROPERTY MANAGEMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, MNR, 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;
- authorization to retain the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; 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 tenants were served notice of this application and this hearing by registered mail on July 11, 2017 and was signed for and accepted on July 12, 2017 by the tenants. Canada Post tracking information was submitted in the landlord's evidence.

Based on the submissions of the landlord, I find the tenants were duly served notice of this proceeding on July 12, 2017, pursuant to section 89 of the *Act*. Therefore, I continued in the absence of the tenants.

### Issue to be Decided

Is the landlord entitled to a monetary award for unpaid rent and losses and damage arising out of this tenancy?

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

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 July 1, 2015 and ended on August 31, 2016. The tenants were obligated to pay \$945.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$472.50 security deposit. The landlord testified that they had initially made an application for numerous damages but the majority of those claims are no longer relevant as they did not conduct the work. The landlord testified that they did incur a cost of \$187.50 to clean the unit, \$136.50 to have the carpets cleaned, and \$480.00 to repair the damaged linoleum floor. The landlord also seeks to recover the filing fee and to retain the security deposit. The landlord testified that condition inspection reports were conducted and submitted as part of their evidence.

The landlord is applying for the following:

1.	Suite Cleaning	\$187.50
2.	Carpet Cleaning	\$136.50
3.	Floor Repair	\$480.00
4.	Filing Fee	\$100.00
5.	Minus- Security Deposit	-\$472.50
6.		
	Total	<b>\$431.50</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 provided the condition inspection report, photos, receipts and undisputed testimony to support their claim. Based on the above I find that the landlord is entitled to the items as claimed.

Conclusion

In summary, the landlord has been successful in the following claims

1.	Suite Cleaning	\$187.50
2.	Carpet Cleaning	\$136.50
3.	Floor Repair	\$480.00
4.	Filing Fee	\$100.00
5.	Minus- Security Deposit	-\$472.50
6.		
	Total	<b>\$431.50</b>

I order that the landlord retain the deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$431.50. 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: January 02, 2018

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Residential Tenancy Branch