



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNSD, MNDC

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 retain the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38.

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 August 16, 2017. Canada Post tracking information was submitted in the landlord's evidence that shows that the item was unclaimed by the tenant. Based on the submissions of the landlord, I find the tenant was served in accordance 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 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?

Background, Evidence

The landlord's undisputed testimony is as follows. The tenancy began on October 1, 2016 and ended on June 30, 2017. The tenants were obligated to pay \$1900.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$950.00 security deposit which the landlord still holds. The landlord testified that the tenants left the unit dirty and damaged at move out. The landlord testified that the tenants damaged a carpet, faucet, and screen door; all of which required repairs. The landlord testified that the unit was to be a non-smoking unit but the

tenants disregarded that and smoked in the unit. The landlord had to have extra cleaning to the windows and ozonation of the unit to remove the smoke smell and film.

The landlord testified that the tenants ran a drywall business and left excessive drywall dust and drywall mud on the property requiring it to be power washed. The landlord testified that the tenant did not pay the hydro bill as required and agreed to in their tenancy agreement. The landlords testified that the tenants damaged the fireplace hearth and chesterfield; but have not conducted repairs for those but have provided estimates.

The landlord is applying for the following:

1.	Outdoor carpet repair	\$264.98
2.	Repair faucet	125.00
3.	Screen door repair	93.40
4.	Ozonation for smoke	277.20
5.	Window cleaning	157.50
6.	Power wash	94.50
7.	Hydro	220.39
8.	Fireplace hearth (Estimate)	1000.00
9.	Chesterfield	2000.00
	Total	\$4232.97

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. I address the landlords claim and my findings as follows.

Firstly I address the landlords claim for the fireplace hearth and chesterfield. As the landlord has only provided estimates and not actually incurred any out of pocket costs at this time, I must dismiss this portion of their application.

The landlord provided extensive documentation, undisputed testimony, receipts and photos to support the balance of their application. The landlords have provided sufficient evidence to support the remainder of their claim and are entitled to \$1232.97.

Conclusion

In summary, the landlord has been successful for the following items,

1.	Outdoor carpet repair	\$264.98
2.	Repair faucet	125.00
3.	Screen door repair	93.40
4.	Ozonation for smoke	277.20
5.	Window cleaning	157.50
6.	Power wash	94.50
7.	Hydro	220.39
	Total	\$1232.97

The landlord has established a claim for \$1232.97. I order that the landlord retain the \$950.00 security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$282.97. 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: February 21, 2018

Residential Tenancy Branch