



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNR, MNSD

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
- an order authorizing the landlord the recovery of the filing fee for this 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 August 25, 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?

Is the landlord entitled to the recovery of the filing fee?

Background, Evidence

The landlord's undisputed testimony is as follows. The tenancy began on June 19, 2015 and ended on November 20, 2017. The tenant was obligated to pay \$525.00 per month in rent in

advance plus 25% of the utilities and at the outset of the tenancy the tenant paid a \$225.00 security deposit which the landlord still holds. The landlord testified that the tenant left the unit dirty and damaged at move out. The landlord testified that the tenants damaged a shower head, tub wall, hot water supply and front door. The landlord had to conduct extra cleaning and had to remove loads of garbage and debris left behind by the tenant. The landlord testified that all items were cleaned, repaired or replaced except for the tub wall and shower head and has only provided an estimate for those two claims. The landlord also seeks unpaid utilities, the bailiff costs incurred to evict the tenant pursuant to an order of possession from the Branch, uhaul rental to take the garbage and debris to the local dump and unpaid rent for November and loss of revenue for December as the landlord was unable to access the unit until November 20, 2017 and was not in a rental-able condition until mid-December.

The landlord is applying for the following:

1.	Utilities	\$210.69
2.	Bailiff costs	1127.22
3.	Repair front door	123.20
4.	U-haul rental	51.70
5.	Recycling fee at the local dump	18.00
6.	Shower Head and Tub wall Repair (estimate)	446.19
7.	Turn on hot water supply	55.00
8.	Cleaning	300.00
9.	November and December rent	1100.00
10.	Filing Fee	100.00
	Total	\$3532.00

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 shower head and tub wall. 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 landlord has provided sufficient evidence to support the remainder of her claim and is entitled to \$3085.61.

Conclusion

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

1.	Utilities	\$210.69
2.	Bailiff costs	1127.22
3.	Repair front door	123.20
4.	U-haul rental	51.70
5.	Recycling fee at the local dump	18.00
6.	Turn on hot water supply	55.00
7.	Cleaning	300.00
8.	November and December rent	1100.00
9.	Filing fee	100.00
10.		
	Total	\$3085.61

The landlord has established a claim for \$3085.61. I order that the landlord retain the \$225.00 security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$2860.61. 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 22, 2018

Residential Tenancy Branch