



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ANM PROPERTIES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FF, MND, MNR, MNSD

Introduction

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

- a monetary order for unpaid rent and 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 tenant was served notice of this application and this hearing by registered mail on September 7, 2017 and picked up and signed for by the tenant on September 8, 2017. Canada Post tracking information was submitted in the landlord's evidence. Based on the submissions of the landlord, I find the Tenant was served notice of this proceeding on September 8, 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 unpaid rent 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, 2008 and ended on August 23, 2016. The tenant was obligated to pay \$1155.00 per month in rent in advance and at the outset of the tenancy the tenant paid a \$487.50 security deposit. The landlord testified that on June 12, 2016 the tenant caused some minor damage to his unit and extensive damage to the unit below him by leaving the tap running on the kitchen sink. The landlord testified that the water ran for a significant amount of time causing so much damage to the unit below that the ceiling had to be replaced in the lower unit. The landlord testified that the carpets along with the furniture in both units required extensive cleaning because of the water damage. The landlord testified that the tenant had done this on two other occasions. The landlord testified that the tenant did not pay his rent for July 2016 or August 2017 or the hydro as part of his tenancy agreement.

The landlord is applying for the following:

1.	Unpaid Rent for July and August	\$2310.00
2.	Carpet Cleaning	589.32
3.	Repair damages to ceiling	\$3450.00
4.	Unpaid Hydro	38.40
5.	Filing Fee	100.00
6.	Minus Deposit	487.50
	Total	\$6000.22

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 extensive documentation to support their claim including; photos, receipts, undisputed testimony and a letter from the tenant accepting responsibility for the damages. Based on the above, the landlord has provided sufficient evidence to prove their claim.

Conclusion

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

1.	Unpaid Rent for July and August	\$2310.00
2.	Carpet Cleaning	589.32
3.	Repair damages to ceiling	\$3450.00
4.	Unpaid Hydro	38.40
5.	Filing Fee	100.00
6.	Minus Deposit	487.50
	Total	\$6000.22

I order that the landlord retain the deposit of \$487.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$6000.22. 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: March 22, 2018

Residential Tenancy Branch