



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding WESTCOAST ENDEAVOURS, LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDL, FFL

### Introduction

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

- a Monetary Order for damages and loss pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

The tenants did not attend this hearing, which lasted approximately 10 minutes. The corporate landlord was represented by its agent JS (the "landlord") who 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 November 15, 2017 and evidence package were sent to each of the tenants on the tenancy agreement by registered mail sent on November 24, 2017. The landlord provided Canada Post tracking numbers as evidence of service. Based on the undisputed evidence, I find that each of the tenants were deemed served with the hearing package in accordance with sections 88, 89 and 90 of the Act on November 29, 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 gave undisputed evidence regarding the following facts. This tenancy began in August, 2017. The monthly rent was \$900.00 payable on the first of each month. A security deposit of \$450.00 was paid at the start of the tenancy and is still held by the landlord.

A move-in condition inspection report was prepared by the parties and a copy submitted into written evidence. The report provides that there were no issues with the rental unit at the start of the tenancy.

The landlord testified that over the months of the tenancy the tenants caused considerable damage to the rental unit. The landlord said that the cost of repairs and cleaning was \$1,769.57. The landlord submitted into evidence photographs of the rental suite and the receipts and invoices in support of their claim.

### 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 claimant also has a duty to take reasonable steps to mitigate their loss.

I accept the undisputed evidence of the landlord that the tenants caused damage to the rental unit. I accept the evidence that the cost of repairs and cleaning to the suite cost the landlord \$1,769.57.

Accordingly, I issue a monetary award in the landlord's favour of \$1,769.57.

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.

In accordance with sections 38 and the offsetting provisions of 72 of the *Act*, I allow the landlord to retain the tenants' security deposit of \$450.00 in partial satisfaction of the monetary award issued in the landlord's favour.

Conclusion

I issue a monetary order in the landlord's favour in the amount of \$1,419.57.

The tenants must be served with this Order as soon as possible. Should the tenants 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: June 28, 2018

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Residential Tenancy Branch