



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, FFT, 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

This hearing also dealt with the tenant's cross-application pursuant to the *Act* for:

- a monetary order for money owed or compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement, pursuant to section 67; and
- authorization to obtain a return of all or a portion of their security deposit pursuant to section 38; and
- authorization to recover the filing fee for its application from the landlord, pursuant to section 72.

Both parties had filed an application seeking a monetary order. The hearing was scheduled to be heard on October 22, 2018 however the matter was rescheduled with the consent and knowledge of both parties to today's date. I am satisfied that both parties were fully aware of the hearing; the hearing proceeded and completed on that basis. The landlord provided documentary evidence to show that the tenants had been served his documentary evidence in accordance with section 88 of the Act.

The tenants chose not to participate in today's hearing; accordingly I dismiss their application in its entirety without leave to reapply.

Issue to be Decided

Is the landlord entitled to a monetary award for damage or loss arising out of this tenancy?

Background, Evidence

The landlord's undisputed testimony is as follows. The tenancy began on February 1, 2015, and ended on April 2, 2018. The tenants were obligated to pay \$1200.00 per month in rent and in advance and at the outset of the tenancy the tenants paid a \$600.00 security deposit and \$600.00 pet deposit which the landlord still holds. The landlord testified that the tenant left the unit dirty and damaged at move out. The landlord testified written condition inspection reports were conducted at move in and moves out.

The landlord is applying for the following:

1.	Excessive damage to drywall and paint	\$1668.87
2.	Blinds	168.97
3.	Kitchen Faucet	56.00
4.	Toilet seat	23.40
5.	Lighting	16.30
6.	Cleaning	350.00
7.	Replacement Hose	50.00
8.		
9.		
10.		
	Total	\$2333.54

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.

The landlord has provided extensive documentation to prove his claim including photos, receipts and the condition inspection report. Based on the landlords' undisputed testimony, documentation and in the absence of any disputing testimony of the tenants, I find that the landlord is entitled to \$2333.54.

At the end of the conference the landlord advised that he doesn't want anything further than the deposits from the tenants and just wants to "walk away and be over with this".

Conclusion

I order that the landlord retain the \$600.00 security deposit and \$600.00 pet deposit in full satisfaction of the claim.

The tenants' application is dismissed in its entirety without leave to reapply.

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: October 25, 2018

Residential Tenancy Branch