



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL, MNDL, FFL

Introduction

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

- a monetary order for unpaid rent and for damage to the unit pursuant to section 67;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant did not participate in the conference call hearing, which lasted approximately 30 minutes. The landlords (collectively the "landlord") attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord testified that on April 25, 2018 the landlords' application for dispute resolution hearing package was sent via registered mail to the tenant which was returned to the landlord unclaimed. The landlord testified that the unclaimed package was kept in the landlords' car, and on July 3, 2018 the landlord saw the tenant, retrieved the package and personally served it to the tenant. In accordance with sections 89 and 90 of the Act, I find that the tenant was deemed served with the landlords' application on July 3, 2018, the day it was personally served.

Issue(s) to be Decided

Are the landlords entitled to a monetary order for unpaid rent and for damage to the unit?

Are the landlords authorized to recover the filing fee for this application from the tenant?

Background and Evidence

As per the undisputed testimony of the landlord, the tenancy began on November 22, 2017 on a fixed term until April 30, 2018. Rent in the amount of \$1,300.00 was payable on the first of each month. The tenant did not remit a security deposit. The tenant vacated the rental unit on April 11, 2018.

The landlords seek compensation in the amount of \$2,147.00, including the following;

Item	Amount
Cleaning	\$378.00
Living Room Carpet Repair	\$150.00
Living Room Carpet Clean	\$89.00
Bathroom Repair	\$150.00
Loft Screen and Door Insulation	\$40.00
Broken Chair	\$40.00
April Rent	\$1,300.00
Total Claim	\$2,147.00

The landlords also seek to recover the \$100.00 filing fee for this application from the tenant. During the hearing, the landlord testified that the above costs are estimates only.

Analysis

Under section 67 of the *Act*, when a party makes a claim for damage or loss, the burden of proof lies with the applicant to establish the claim. To prove a loss, the applicant must satisfy the test prescribed by Section 7 of the *Act*. The applicant must prove a loss actually exists and prove the loss happened solely because of the actions of the respondent in violation to the *Act*. The applicant must also verify the loss with receipts and the applicant must show how they mitigated or what reasonable efforts they made to minimize the claimed loss.

Section 37 of the *Act*, establishes that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. Section 7(1) of the *Act* establishes that a tenant who does not comply with the *Act*, *Regulation* or tenancy agreement must compensate the landlord for damage or loss that results from that failure to comply.

Based on the undisputed testimony of the landlord and the photographs before me, I am satisfied that the tenant left the rental unit contrary to section 37 of the *Act*. However in the absence of compelling evidence of the value of the damage, in the form of invoices or receipts I find that the landlords have failed to satisfy the above test. For this reason, I dismiss the landlords' monetary claim for damages, with leave to reapply.

Section 26 of the *Act* establishes that a tenant is obligated to pay rent on the date indicated in the tenancy agreement. I find that the landlords proved that the current rent for this unit is \$1,300.00. I find the landlords provided undisputed evidence that the tenant failed to pay full rent for April 2018. Therefore, I find that the landlords are entitled to \$1,300.00 for unpaid rent.

As the landlords were successful in this application, I find that the landlords are entitled to recover the \$100.00 filing fee for a total award of \$1,400.00.

Conclusion

The landlords' damage claim is dismissed with leave to reapply.

I issue a monetary order in the landlords' favour in the amount of \$1,400.00 for the following items:

Item	Amount
April Rent	\$1,300.00
Filing Fee	\$100.00
Total Claim	\$1,400.00

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 26, 2018

Residential Tenancy Branch