



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL, MNDCL, MNDL, MNRL

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; 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 April 26, 2018. Canada Post tracking information was submitted in the landlord's evidence that shows that the item was signed for and claimed by the tenant on May 2, 2018 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 the recovery of the filing fee?

Background, Evidence

The landlord's undisputed testimony is as follows. The tenancy began on October 28, 2016, and ended on Mar 5, 2018. The tenant was obligated to pay \$900.00 per month in rent in advance. The landlord testified that the tenant had to be evicted for unpaid

rent that was dealt with in a previous hearing. The landlord testified that substantial costs were incurred to repair and clean the unit to get it back up to a reasonable standard. The landlord testified that the tenant didn't pay bylaw fines incurred during her time in the unit and as required when she signed the Form K strata form. The landlord also incurred the costs of an agent to assist in the eviction process.

The landlord is applying for the following:

1.	Cleaning and Repairing the suite	\$2268.00
2.	Bylaw fines	315.00
3.	Eviction services	1095.00
4.	Filing fee	100.00
5.		
6.		
7.		
8.		
9.		
10.		
	Total	\$3378.00

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.

The landlord provided extensive documentation, undisputed testimony, receipts and photos, and witness statements to support their application. Based on the above and in the absence of any disputing evidence, I find that the landlord is entitled to their entire claim.

Conclusion

The landlord has established a claim for \$3378.00. I grant the landlord an order under section 67 for the balance due of \$3378.00. 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: October 26, 2018

Residential Tenancy Branch