



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RICECHILD MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDL-S, FFL

Introduction

On August 21, 2018, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting a Monetary Order for damages, to apply the security deposit to the claim, and to recover the cost of the filing fee. The matter was set for a participatory hearing via conference call.

The Landlord attended the conference call hearing; however, the Tenants did not attend at any time during the 19-minute hearing. The Landlord testified that he served the Tenants with the Notice of Hearing by sending it via registered mail on August 24, 2018. The Landlord provided the tracking number and stated that the Canada Post website indicated that the package was delivered to the Tenants. I find that the Tenants have been duly served with the Notice of Hearing in accordance with Section 89 the Act.

Rule 7.3 of the *Residential Tenancy Branch Rules of Procedure* states if a party or their agent fails to attend a hearing, the Arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the Application, with or without leave to re-apply.

As the Tenants did not call into the conference, the hearing was conducted in their absence and the Application was considered along with the affirmed testimony and evidence as presented by the Landlord.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

Should the Landlord receive a Monetary Order for damages, in accordance with Section 67 of the Act?

Should the Landlord be compensated for the cost of the filing fee, in accordance with Section 72 of the Act?

Background and Evidence

The Landlord provided the following undisputed testimony and evidence:

The one-year, fixed term tenancy began on August 1, 2017. The monthly rent was \$1,750.00 and the Landlord collected and still holds a security deposit of \$875.00. The tenancy ended on July 31, 2018.

The Landlord testified that when he originally conducted the move-out inspection of the rental unit, he found that the blinds had been damaged by the Tenants and estimated the cost of repair or replacement at \$500.00. When the Landlord brought in someone to repair the blinds, they only charged him \$80.08 for the job.

The Landlord also stated that the stove and hood fan required cleaning and is claiming \$38.00 for the time and labour of cleaning the appliances.

The Landlord is making a claim for damages in the amount of \$118.08 and would like to apply a portion of the security deposit to his claim.

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 the responsible 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 Applicant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the Tenancy Agreement or a contravention of the Act on the part of the other party. Once that has been established, the Applicant must then provide evidence that can verify the actual monetary amount of the loss or damage.

I accept the Landlord's undisputed testimony that he incurred a monetary loss as a result of the Tenants causing minor damage to the blinds and leaving the oven dirty at the end of the tenancy, contrary to Section 37 of the Act. I find that the Landlord has established a monetary claim in the amount of \$118.08.

I find that the Landlord's Application was successful and that he should be compensated for the cost of the filing fee, in the amount of \$100.00.

The Landlord has established a monetary claim, in the amount of \$218.08, which includes \$118.08 in damages and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. Pursuant to section 72(2) of the Act, I authorize the Landlord to keep a portion of the Tenants' security deposit in the amount of \$218.08 and return the balance of the security deposit to the Tenants, in the amount of \$656.92.

Based on these determinations I grant the Tenants a Monetary Order for the balance of their security deposit, in accordance with Section 38 and 67 of the Act.

Conclusion

I grant the Tenants a Monetary Order for the amount of \$656.92, in accordance with Section 38 and 67 of the Act. In the event that the Landlord does not comply with this Order, it may be served on the Landlord, filed with the Province of British Columbia 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: December 21, 2018

Residential Tenancy Branch