



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BC HOUSING MANAGEMENT
COMMISSION and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, FF

Introduction

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

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

The landlord's agent, J.S. (the landlord) attended the hearing via conference call and provided undisputed affirmed testimony. The tenant did not attend or submit any documentary evidence. The landlord stated that the tenant was served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on December 5, 2018. The landlord provided a copy of a Canada Post Registered Mail Online Tracking Print out detailing a package received by Canada Post on December 5, 2018 and was delivered on December 10, 2018. The landlord also clarified that the new mailing address obtained was through "Income Assistance" who confirmed the tenant's mailing address in an email dated November 13, 2018 as current. I accept the undisputed evidence of the landlord and find that the landlord has properly served the tenant with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail as per sections 88 and 89 of the Act. Although the tenant did not attend or submit any documentary evidence the tenant is deemed served as per section 90 of the Act.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for damage and recovery of the filing fee?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on June 29, 2011 on a month-to-month basis as per the submitted copy of the signed tenancy agreement dated June 15, 2011. A subsequent amendment to the signed tenancy agreement was made July 25, 2013.

The landlord seeks a monetary claim of \$1,215.87 which consists of:

\$245.00	Cleaning
\$150.00	Replace Screens
\$512.75	Replace Door Glass Insert
\$308.12	Repair Damaged Door/Frame

The landlord provided undisputed affirmed testimony that the tenant vacated the rental unit leaving it dirty and damaged. The landlord provided a May 3, 2017 condition inspection report completed without the tenant. The landlord noted debris and damage throughout the rental unit and has submitted 48 photographs showing the condition of the rental unit at the end of tenancy in contrast to the completed condition inspection report completed by both parties on June 29, 2011.

In support of these claims the landlord has provided copies of:

Signed Tenancy Agreement dated July 25, 2013
Completed Condition Inspection Report, Move-In dated June 29, 2011
In-Complete Condition Inspection Report, Move-Out dated May 3, 2017
48 photographs of the rental unit taken on May 3, 2017
Detailed Invoice(s) for Cleaning, Door Screen Replacement, Door Glass Insert Replacement and Repair/Painting of Damaged Door/Frame

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 prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* 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. In this case, the onus is on the landlord to prove on the balance of probabilities that the tenant caused the damage and that it was beyond reasonable wear and tear that could be expected for a rental unit of this age.

I accept the undisputed affirmed evidence of the landlord and find that a claim has been established for the monetary claim of \$1,215.87 as detailed by the landlord. The landlord has provided copies of a completed condition inspection report dated June 29, 2011 and an in-complete condition inspection report for the move-out in conjunction with the submitted 48 photographs showing the condition of the rental unit for comparison. This evidence shows a clear contrast in the condition of the unit before and after the tenancy began. The landlord also provided copies of invoices for the actual amounts required for cleaning and repairs.

The landlord has established claim for \$1,215.87. The landlord is also entitled to recovery of the \$100.00 filing fee.

Conclusion

The landlord is granted a monetary order for \$1,315.87.

This order must be served upon the tenant. Should the tenant fail to comply with the order, the 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: March 25, 2019

Residential Tenancy Branch