



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNRL, MNDL, MDDCL, FFL

Introduction

This hearing dealt with the Landlords' Application filed under the Residential Tenancy Act, (the "Act"), for an order of possession to enforce 10-Day Notice for Unpaid Rent (the Notice) issued on February 5, 2019, a monetary order for unpaid rent or utilities, for a monetary order for losses due to the tenancy, and for a monetary order for damaged to the rental unit, and to recover the cost of filing the application. The matter was set for a conference call.

One of the Landlords attended the hearing and was affirmed to be truthful in her testimony. As the Tenants did not attend the hearing, service of the Notice of Dispute Resolution Hearing documentation was considered. Section 59 of the Act and the Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing. The Landlord testified the Application for Dispute Resolution and Notice of Hearing had been personally served to the Tenants on March 1, 2019. I find that the Tenants had been duly served in accordance with the Act.

The Landlord was provided with the opportunity to present her evidence orally and in written and documentary form, and to make submissions at the hearing.

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.

Preliminary Matter

At the outset of this hearing the Landlord testified that the Tenants had moved out of the rental unit as of March 31, 2019 and that the Tenants had paid all past due rent.

The Landlord testified that she no longer required an order of possession or a monetary order for unpaid rent. The Landlord requested to continue in this hearing on the remaining portion of her claim, for a monetary order for damages to the rental unit?

I find it appropriate to continue in these proceedings on the remaining matter of the Landlords' claim for a monetary order for damages to the rental unit.

Issues to be Decided

- Is the Landlord entitled for a monetary order for damages to the rental unit?
- Is the Landlord entitled to recover the filing fee for this application?

Background and Evidence

The Landlord testified that the tenancy began on September 1, 2018, that rent in the amount of \$1,800.00 is to be paid by the first day of each month, and that the Tenants had paid a \$900.00 security deposit at the outset of this tenancy. The Landlord testified that the Tenants moved out of the rental unit on March 31, 2019 and that the Tenants had paid all past due rent. The Landlord testified that no written move-in or move-out inspection had been completed for this tenancy.

The Landlord testified that she is seeking \$4,591.44 to replace a door that the Tenants' son had broken during the tenancy. The Landlord submitted a copy of an estimate for the cost to replace the door into documentary evidence.

When asked, the Landlord testified that she had submitted no other evidence to support her claim for \$4,591.44 to replace a door in the rental unit.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Awards for compensation due to damage are provided for under sections 7 and 67 of the *Act*. A party that makes an application for monetary compensation against another party has the burden to prove their claim. The Residential Tenancy Policy Guideline #16 Compensation for Damage or Loss provides guidance on how an applicant must prove their claim. The policy guide states the following:

“The purpose of compensation is to put the person who suffered the damage or loss in the same position as if the damage or loss had not occurred. It is up to the party who is claiming compensation to provide evidence to establish that compensation is due. To determine whether compensation is due, the arbitrator may determine whether:

- A party to the tenancy agreement has failed to comply with the *Act*, regulation or tenancy agreement;
- Loss or damage has resulted from this non-compliance;
- The party who suffered the damage or loss can prove the amount of or value of the damage or loss; and
- The party who suffered the damage or loss has acted reasonably to minimize that damage or loss.

I find the Landlord’s verbal testimony during these proceedings and a one-page estimate for the cost of a new door to be insufficient to prove, to my satisfaction, that the Tenants’ had breach the *Act* by damaging the rent unit during the tenancy.

I have reviewed the Landlords’ entire evidence submission for this hearing and I find that there is a lack of evidence to support the Landlord’s verbal claim that the Tenants had damaged the rental unit. Therefore, I dismiss the Landlords’ claim for the estimated costs to replace a door in the rental unit, due to insufficient evidence.

Additionally, section 72 of the *Act* gives me the authority to order the repayment of a fee for an application for dispute resolution. As the Landlord has not been successful in her application, I find that the Landlords are not entitled to recover the \$100.00 filing fee paid for this application.

Conclusion

The Landlords' application is dismissed, 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: April 5, 2019

Residential Tenancy Branch