



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes FFL, MNDL

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 February 11, 2019. Canada Post tracking information was submitted in the landlord's evidence that shows that the item was signed for and accepted by the tenant on February 13, 2019. 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 April 27, 2016 and ended on February 28, 2017. The tenant was obligated to pay \$345.00 per month in rent in on the first of each month. The landlord testified that written condition move in

and move out reports were conducted. The landlord testified that the tenant left the unit dirty and damaged the bathroom floor.

The landlord is applying for the following:

1.	Cleaning Costs	\$170.00
2.	Repair bathroom floor	313.28
3.	Partial Payment by tenant	-220.00
4.	Filing Fee	100.00
5.		
6.		
7.		
8.		
9.		
10.		
	Total	\$363.28

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 to support their application. The landlord has provided sufficient evidence to support their claim and is entitled to \$363.28

Conclusion

The landlord has established a claim for \$363.28. I grant the landlord an order under section 67 for the balance due of \$363.28. 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: May 28, 2019

Residential Tenancy Branch