



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 FFL MNDL MNRL

Introduction

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

- A monetary award for damages and loss pursuant to section 67; and
- Authorization to recover the filing fee from the tenant pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

As both parties were present service of documents was confirmed. The tenant confirmed receipt of the landlord's application and evidence and said they had not submitted any materials. Based on the testimony I find that the tenant was served with the landlord's materials in accordance with sections 88 and 89 of the *Act*.

Issue(s) to be Decided

Is the landlord entitled to a monetary award as claimed?

Is the landlord entitled to recover the filing fee from the tenant?

Background and Evidence

The parties agreed on the following facts. This periodic tenancy began in July 2010 and ended in June 2017. Monthly rent was \$590.00 payable by the 1st of each month. No security deposit was paid for this tenancy.

The landlord submits that the tenant failed to pay the rent for May and June 2017 and there is a rental arrear of \$1,130.00 as at the date of the hearing. The parties agree that the tenant vacated the rental unit with minimal notice and did not participate in a move-out inspection. The landlord submits that the rental suite required some cleaning, repairs and garbage removal and the cost of the work performed is \$428.17.

The tenant submits that there were extenuating circumstances for the tenancy to end. The tenant testified that there were incidents of violence by a neighbor and that the landlord failed to provide alternate accommodations within a reasonable timeframe. The tenant said that because of their hasty exit from the rental suite some items were left behind. The tenant also submits that the landlord failed to perform repairs during the tenancy.

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.

I accept the evidence of the landlord that there is an arrear for this tenancy in the amount of \$1,130.00 as at June 10, 2019, the date of the hearing. I find that the landlord's ledger and tenancy agreement to be sufficient to show that rent in the amount of \$590.00 was payable and the tenant failed to pay the full amount owing. I find the tenant's submissions to not be supported in any documentary evidence. I find that the vague testimony of the tenant alleging that there was a neighbor engaging in criminal activities does not give rise to the tenant's right to withhold monthly rent owing under the tenancy agreement. Accordingly, I find that the landlord is entitled to a monetary award in the amount of \$1,130.00 for unpaid rent.

I accept the landlord's submission that they incurred costs for cleaning the rental unit at the end of the tenancy. I accept the landlord's evidence that the total cost of cleaning, rubbish removal and repairs to the suite was \$428.17. I find the landlord's documentary evidence including the condition inspection report, receipts and photographs to be sufficient to establish the damage and that it was caused by the actions or negligence of

the tenant. I do not find the tenant's explanation regarding the urgent need to vacate the rental unit or their claim that the damage was pre-existing to be persuasive or believable. Accordingly, I find that the landlord is entitled to a monetary award in the amount claimed of \$428.17.

As the landlord's application was successful the landlord is entitled to recover their filing fee from the tenant.

Conclusion

I issue a monetary award in the landlord's favour in the amount of \$1,658.17, representing the unpaid rent, damages and loss and recovery of filing fees. The landlord is provided with the Order in the above terms and the tenant must be served with this Order as soon as possible. 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 Orders 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: June 10, 2019

Residential Tenancy Branch