



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

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

## **DECISION**

Dispute Codes      MNDL, MNRL, FFL

### Introduction

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

- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 1:41 p.m. in order to enable the tenant to call into this teleconference hearing scheduled for 1:30 p.m. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the landlord and I were the only ones who had called into this teleconference.

The landlord gave sworn testimony that they sent the tenant a copy of their dispute resolution hearing package and written evidence package by registered mail on April 16, 2019. The landlord testified that this package was successfully delivered to the tenant on April 24, 2019, as per information on Canada Post's Online Tracking System. The landlord provided written evidence of copies of the Canada Post Tracking Number and Customer Receipt to confirm this testimony. Based on this undisputed sworn testimony and written evidence and in accordance with sections 88, 89 and 90 of the *Act*, I find that the tenant was deemed served with this package on April 21, 2019, the fifth day after their registered mailing.

At the commencement of the hearing, the landlord testified that the tenant has been making repayments on the amount owing since the landlord filed this application for dispute resolution. The landlord reduced the amount of the monetary claim from \$1,214.71 to \$1,094.71, plus recovery of the filing fee, to reflect these repayments.

### Issues(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent and losses arising out of this tenancy? Is the landlord entitled to a monetary award for damage arising out of this tenancy? Is the landlord entitled to recover the filing fee from the tenant?

### Background and Evidence

The landlord testified that this tenancy for a rent geared to income rental unit commenced on October 29, 2014. The tenant's portion of the rent was set at \$511.00 when this tenancy ended on February 28, 2018.

The landlord's original application for a monetary award of \$1,214.71 included the following items listed in the landlord's Monetary Order Worksheet:

<b>Item</b>	<b>Amount</b>
Unpaid February 2018 Rent	\$55.00
Replacement of Broken Window	418.31
Cleaning and Debris Removal	600.00
Tipping Fees	15.40
Lock Replacement	126.00
<b>Total Monetary Order Requested</b>	<b>\$1,214.71</b>

The landlord also applied to recover the \$100.00 filing fee for this application.

The landlord provided copies of the reports of the joint move-in condition inspection of October 29, 2014, and the joint move-out condition inspection of March 5, 2018. The landlord also provided photographic evidence and copies of invoices and receipts to support their application for their monetary award.

### 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. Section 7(1) of the *Act* establishes that a tenant who does not comply with the *Act*, the regulations or the tenancy agreement must compensate the landlord for damage or loss that results from that failure to comply.

Based on the undisputed sworn testimony, and written and photographic evidence, I find that the landlord is entitled to the monetary award claimed, less the \$120.00 paid by the tenant since the application was submitted. As the landlord has been successful in this application, I find that the landlord is entitled to recover the filing fee for this application from the tenant.

### Conclusion

I issue a monetary Order in the amount of \$1,194.71, which allows the landlord to recover losses and damage arising out of this tenancy and the filing fee for this application. The landlord is provided with these Orders in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant fail to comply with these Orders, these Orders 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: July 11, 2019

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Residential Tenancy Branch