



# 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      MNR MNDC FF

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held, by teleconference, on July 15, 2019. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for unpaid rent and for damage to the unit; and,
- to recover the cost of the filing fee.

The Landlord attended the hearing. However, the Tenant did not attend the hearing. The Landlord stated that she sent the Tenant a copy of the Notice of Hearing and evidence by registered mail on April 12, 2019. The Landlord provided a printout from their computer system where they monitor tenant account activity, and it shows that the Tenant phoned into their office to obtain a reference from them on January 14, 2019, at which point she provided her current forwarding address over the phone. The Landlord stated that they sent the Notice of Hearing and evidence to this address, and it was signed for on April 16, 2019 (copy of the proof of delivery uploaded into evidence).

Pursuant to section 89 and 90 of the Act, I find the Tenant is deemed to have received these documents on April 17, 2019, the fifth day after their mailing.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. 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.

### Issues to be Decided

- Is the Landlord entitled to a monetary order for unpaid rent and for damage to the unit?
- Is the Landlord entitled to recover the cost of the filing fee?

### Background and Evidence

During the hearing, the Landlord testified the following:

They do not hold a security deposit, as this is low income housing, and deposits are not collected in these units. The Landlord stated that monthly rent was \$570.00, and was due on the first of the month. The Landlord stated that the Tenant was supposed to move out at the end of June 2017, but did not vacate until July 11, 2017. The Landlord stated that the Tenant failed to pay June or July rent and owes rent for these months. The Landlord also stated that the Tenant left the unit in disrepair, and as such she is looking to recover some costs associated with restoring the rental unit.

The Landlord is seeking the following items, as outlined on her monetary order worksheet:

1) and 2) \$1,140.00 – June and July 2017 rent

The Landlord stated that no rent was paid for either of these months. The Landlord stated that monthly rent was \$570.00. The Landlord further stated that since the Tenant left the unit part way through the month of July and left it incredibly dirty and full of debris, she is seeking July rent in full, even though it took way longer than this to remedy the unit.

3) and 4) and 5) \$785.08 – Cleaning (\$585.60), drywall repair (\$149.32), and window screen replacement (\$50.16)

The Landlord provided a condition inspection report and receipts to corroborate that these 3 items. The Landlord stated that the Tenant left the 3 bedroom rental unit in complete disarray at the end of the tenancy. The Landlord stated that there were piles of garbage, holes in the walls, graffiti on the walls, and nothing had been cleaned. The

Landlord stated that it took around 20 hours to clean the unit, and she also had to patch a hole in the drywall, which the Tenant caused, as well as replace a bedroom window screen, which was present at the start of the tenancy, but missing at the end.

### Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim.

In this instance, the burden of proof is on the Landlord to prove the existence of the damage/loss and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the Tenant. Once that has been established, the Landlord must then provide evidence that can verify the value of the loss or damage. Finally it must be proven that the Landlord did everything possible to minimize the damage or losses that were incurred.

Based on all of the above, the undisputed evidence (move out inspection and invoices) and the undisputed testimony provided at the hearing, I find there is sufficient evidence to show that the Tenant is responsible for all of the items laid out above. I award the Landlord's claim in full.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlord was substantially successful with her application, I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

In summary, I find the Landlord is entitled to the following monetary order:

<b>Item</b>	<b>Amount</b>
Unpaid rent	\$1,140.00
Cleaning costs	\$585.60
Drywall repair	\$149.32
Window screen replacement	\$50.16
PLUS: Filing Fee	\$100.00
<b>Total Amount</b>	<b>\$2,025.08</b>

Conclusion

The Landlord is granted a monetary order in the amount of **\$2,025.08**, as specified above. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be 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: July 15, 2019

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Residential Tenancy Branch