



# 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      MNDC, FF

### Introduction

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

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

The landlord's agent (the landlord) attended the hearing via conference call and provided undisputed testimony. The tenant did not attend or submit any documentary evidence. The landlord provided undisputed evidence that the tenant was served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on May 15, 2019. The landlord provided copies of notes in which the tenant's mailing address was confirmed by the tenant in a telephone conversation. The landlord has also submitted a copy of the Canada Post Customer Receipt, tracking label, print out of the online tracking results and a copy of the returned envelope. The landlord confirmed that the package was returned as "unclaimed" by the tenant after attempts of service were made. I accept the undisputed evidence of the landlord and find that the tenant was properly served as per sections 88 and 89 of the Act. Although the tenant did not attend, I find that the tenant is deemed sufficiently served as per section 90 of the Act

### Issue(s) to be Decided

Is the landlord entitled to a monetary order for damage and recovery of the filing fee?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on February 1, 2015 on a month-to-month basis as per the submitted copy of the signed tenancy agreement dated January 13, 2015.

The landlord seeks a monetary claim of \$442.00, \$342.00 for cleaning and \$100.00 for the filing fee. The landlord claims that the tenant vacated the rental unit leaving it dirty requiring cleaning. The landlord submitted a copy of a completed condition inspection report for the move-in and the move-out signed by the tenant. The landlord has also submitted copies of 28 photographs of which 20 clearly show the rental unit dirty beyond normal wear and tear. The landlord submitted a copy of an invoice dated November 14, 2018 for \$342.00 in cleaning charges for a move-out.

### 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.

In this case, I accept the undisputed evidence of the landlord and find that the tenant did vacate the rental unit leaving it dirty based upon the submitted copy of the completed condition inspection reports for the move-in and the move-out, the submitted 28 photographs of the rental unit at the end of tenancy and the submitted copy of the landlord's invoice for cleaning for \$342.00.

Having been successful, the landlord is also entitled to recovery of the \$100.00 filing fee.

Conclusion

The landlord is granted a monetary order for \$442.00.

This order must be served upon the tenant. 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 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: August 23, 2019

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Residential Tenancy Branch