



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This matter dealt with an application by the Landlord for compensation for damage to the unit, site or property, to retain the security deposit and to recover the filing fee for this proceeding.

The Landlord's agent said they served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on August 23, 2019. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

Issues(s) to be Decided

1. Is there damage to the unit, site or property and if so how much?
2. Is the Landlord entitled to compensation and if so how much?
3. Is the Landlord entitled to retain the Tenant's security deposit?

Background and Evidence

This tenancy started on November 1, 2013 as a month to month tenancy. Rent was \$832.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$375.00 on November 1, 2013. The Landlord said there were no condition inspection reports completed for this tenancy. This tenancy ended on July 5, 2019.

The Landlord said he did not complete a move in or move out condition inspection report, but he did submit photographs to show the damage the Tenant did at the end of the tenancy.

The Landlord said his total damage claim is \$792.40 which involved clean up of the rental unit, making repairs to the unit, painting the rental unit and hauling garbage from the rental unit.

The Landlord is also seeking to recover the filing fee of \$100.00.

Analysis

Section 23 and 35 of the Act say that a landlord and tenant must do condition inspections to establish the condition of the rental unit at the start and the end of the tenancy. If this is not done and there is no other acceptable evidence of the condition of the rental unit at the start and the end of a tenancy then the applicant cannot establish the amount of damage or if any damage was done to the rental unit.

As the Landlord is unable to establish the condition of the rental unit at the start of the tenancy because no condition inspection report was completed and as there is no move out inspection report completed by the Landlord and the Tenant; I find that the Landlord has not established proof to what extent the Tenant damaged the rental unit.

Consequently, I dismiss the Landlord's application for damages to the unit, site or property without leave to reapply due to lack of evidence.

As well, as the Landlord was not successful in this matter I dismiss his application to recover the filing fee of \$100.000 from the Tenant.

Conclusion

The Landlord's application is dismissed without leave to reapply.

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: December 02, 2019

Residential Tenancy Branch