



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDL-S, MNRL, FFL

### Introduction

This hearing was convened as a result of the landlords' application for dispute resolution under the Residential Tenancy Act (Act). The landlord applied for a monetary order for money owed or compensation for alleged damage to the rental unit, a monetary order for unpaid rent, and for recovery of the filing fee paid for the application.

The listed landlord attended the telephone conference call hearing; the tenant did not attend.

The landlord testified that he served the tenant with the Application for Dispute Resolution and Notice of Hearing by personal service on or about September 15, 2019.

Based upon the submissions of the landlord, I find the tenant was served notice of this hearing in a manner complying with section 89(1) of the Act and the hearing proceeded in the tenant's absence. I note that while the tenant did not attend the hearing, he submitted evidence prior to the hearing.

The landlord was provided the opportunity to present his evidence orally and to refer to relevant documentary and photographic evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

Issue(s) to be Decided

Is the landlord entitled to an order for monetary compensation and to recovery of the filing fee paid for this application?

Background and Evidence

The landlord submitted that he had many issues in uploading his evidence. As a result, he said that there was a written tenancy agreement with this tenancy; however, it was not uploaded into evidence.

The landlord said that this tenancy began on August 1, 2018, and that it ended on September 1, 2019, when the tenant vacated the rental unit. Monthly rent was \$2,250.00 and the tenant paid a security deposit of \$1,125.00 and a pet damage deposit of \$1,125.00, both of which he has retained.

The landlords' monetary claim is \$4,123.41.

The landlord claimed the amount of \$1,873.41, which is comprised of unpaid rent for the last month of the tenancy, August 2019, for \$1,700.00 and \$173.41 in an unpaid water bill incurred by the tenant.

The landlord said that the tenant paid a partial payment of rent for the last month of the tenancy in the amount of \$550.00 of the \$2,250.00, leaving a rent deficiency of \$1,700.00.

The landlord submitted a copy of the water bill, which has not been paid; however, the landlord said that when he called to inquire about the bill, he was informed that he would have to pay that amount by way of attachment on his property tax bill.

As to the balance of the landlord's monetary claim of \$2,250.00, the landlord said that the tenant and his dogs damaged the drywall and wooden trim, for which he and his wife have spent in excess of 12 hours each so far in repairing. The landlord submitted that the tenant and his dogs caused other damage.

The landlord's evidence as to this part of the claim was 9 photographs. The landlord again said he had other evidence but was unable to upload the same.

The landlord agreed that as a way of resolving this application considering the evidence issues, he would voluntarily reduce his claim to \$2,250.00.

### Analysis

Based on the foregoing evidence, and on a balance of probabilities, I find as follows:

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided in sections 7 and 67 of the Act. Accordingly, an applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did what is reasonable to minimize the damage or loss.

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 what is reasonable to minimize the damage or losses that were incurred.

In this case, I find the landlord submitted sufficient evidence by way of his undisputed, sworn testimony to show that the tenancy ended on September 1, 2019, when the tenant vacated the rental unit, without paying the full amount of rent for August 2019.

I accept that the tenant paid only \$550.00 and that he owed the remaining \$1,700.00 in unpaid rent.

I therefore approve the landlords' monetary claim of \$1,700.00.

As to the landlords' claim for \$173.41, I find the landlord submitted sufficient evidence by way of his undisputed testimony that the tenant incurred the expense of a water bill and did not pay. I find it reasonable that the landlord will ultimately have to pay this amount when it attaches to his property tax bill.

I therefore approve the landlords' monetary claim of \$173.41.

As to the balance of the landlords' monetary claim of \$2,250.00, which was voluntarily reduced, I find it reasonable, after viewing the photographic evidence, that the landlord and his wife would expend the time claimed in making repairs.

While the landlord did not provide a specific breakdown of the balance of this claim, I find it reasonable in the circumstances to award the landlords the balance of their monetary claim of \$376.59.

Due to the above, I grant the landlords a monetary award of \$2,250.00, comprised of a rent deficiency of \$1,700.00, an unpaid water bill of \$173.41, and for repair to damage to the walls and other structures in the amount of \$376.59.

I direct the landlords to retain the tenant's security deposit and pet damage deposit of \$1,125.00 each in satisfaction of their monetary claim.

As the landlords have been at least partially successful with their application, I grant them recovery of their filing fee of \$100.00, pursuant to section 72 of the Act.

I grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act for the amount of \$100.00.

Should the tenant fail to pay the landlords this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The tenant is advised that costs of such enforcement are subject to recovery from the tenant.

### Conclusion

The landlords' application for monetary compensation is partially granted, they have been authorized to retain the tenant's security deposit and pet damage deposit for a total of \$2,250.00 in satisfaction of their monetary award, and have been granted a monetary order of \$100.00 for recovery of the filing fee.

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: January 14, 2020

---

Residential Tenancy Branch