



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 FFL MNDL MNRL

Introduction

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

- A monetary award for damages and loss pursuant to section 67; and
- Authorization to recover the filing fee from the tenant pursuant to section 72.

The tenant did not attend this hearing which lasted approximately 15 minutes. The teleconference line remained open for the duration of the hearing and the Notice of Hearing was confirmed to contain the correct hearing information. The landlord was represented by their agent (the "landlord") who was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord gave evidence that the tenant was served with the application and evidentiary materials by registered mail sent October 4, 2019. The landlord provided a valid Canada Post tracking receipt as evidence of service. Based on the evidence I find that the tenant is deemed served with the materials on October 9, 2019, five days after mailing in accordance with sections 88, 89 and 90 of the *Act*.

Issue(s) to be Decided

Is the landlord entitled to a monetary award as claimed?

Is the landlord entitled to recover the filing fee from the tenant?

Background and Evidence

This periodic tenancy ended in August 2018. The parties prepared a move-out condition inspection report on September 5, 2018. The copy of the report submitted into evidence shows that there were some deficiencies requiring maintenance, replacement or work. The landlord testified that they have completed the necessary repair work on the areas identified and the total cost of the repairs is \$545.26. The landlord submitted into documentary evidence copies of receipts and invoices for the work performed.

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.

I find that the landlord has established on a balance of probabilities that the rental suite required some work due to the tenancy. I am satisfied with the evidence of the landlord including the condition inspection report prepared by the parties, the invoices and testimony of the landlord that the cost incurred due to the damages is \$545.26. Accordingly, I issue a monetary award in the landlord's favour in that amount.

As the landlord was successful in their application they are also entitled to recover the filing fee for this application.

Conclusion

I issue a monetary order in the landlord's favour in the amount of \$645.26 which allows the landlord to recover the cost of repairs and the filing fee. The tenant must be served

with this Order as soon as possible. Should the tenant fail to comply with this Order, this 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: January 31, 2020

Residential Tenancy Branch