



# 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 MNDCL MNDL

### 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 corporate landlord was represented by their agent JS (the "landlord") who was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord testified that they had served the tenant with the hearing package by registered mail sent on November 15, 2019. The landlord provided a valid Canada Post tracking number as evidence of service. Based on the evidence I find that the tenant was deemed served with the landlord's materials on November 20, 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 began in 2009 and ended in October, 2018. Pursuant to the tenancy agreement the tenant was responsible for paying natural gas utilities in addition to their rent.

The tenant vacated the rental unit and did not participate in a move-out inspection with the landlord despite the landlord providing several opportunities to do so. The landlord completed the inspection report in the tenant's absence and noted various issues requiring cleaning, repairs and replacement of fixtures. The landlord submitted into evidence both the condition inspection report and the invoices for work performed. The landlord submits that the total amount incurred for work done due to the tenant is \$1,492.89.

The landlord also submits that the tenant failed to pay the full amount of natural gas utilities during the tenancy and that there is an arrear of \$14.43 as at the date of the hearing. The landlord submitted a copy of the utility invoice showing the charge.

### 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 accept the evidence of the landlord, by way of the signed tenancy agreement, that the tenant is responsible for paying the natural gas for this tenancy. I accept that the tenant did not pay the full amount of the utilities and that there is an arrear of \$14.43 as evidenced in the invoice. Accordingly, I issue a monetary award in the landlord's favour for this amount.

I accept that the landlord incurred costs and expenses to clean and repair the rental unit after the tenancy had ended. The evidence submitted by the landlord shows that the rental unit had a number of deficiencies that are more than the wear and tear expected from occupancy. I find that the landlord has established that the damages are attributable to the tenants. I accept that the landlord needed to clean the suite, replace and repair some fixtures and remove garbage from the premises. I accept the evidence

by way of the invoices and receipts that the total costs incurred by the landlord is \$1,492.89. Accordingly, I issue a monetary award in the landlord's favour in that amount.

As the landlord was successful in their application they are entitled to recover their filing fee from the tenant.

### Conclusion

I issue a monetary order in the landlord's favour in the amount of \$1,607.32, allowing the landlord to recover the unpaid utility and the costs for cleaning and repairs as well as 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: March 30, 2020

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Residential Tenancy Branch