



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL-S, MNRL-S, MNDL-S, FFL

Introduction

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

- a monetary order for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- an order authorizing the landlord the recovery of the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted via teleconference and was attended by the landlord. No one was in attendance on behalf of the tenant. The landlord submitted documentary evidence that the tenant was served notice of this application and this hearing by email on January 8, 2020 pursuant to a substitute service order granted by adjudicator JD. The landlord provided copies of the email and the attachments sent to the tenant. Based on the submissions of the landlord, I find the tenant was served in accordance to section 71 of the *Act*. Therefore, I continued in the absence of the tenant.

Issue to be Decided

Is the landlord entitled to a monetary award for damage arising out of this tenancy?

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

Is the landlord entitled to the recovery of the filing fee?

Background, Evidence

The landlord's undisputed testimony is as follows. The tenancy began on October 31, 2018 and ended on December 2, 2019. The tenant was obligated to pay \$2000.00 per month on the first of each month and at the outset of the tenancy the tenant paid a \$1000.00 security and \$1000.00 pet deposit which the landlord still holds. The landlord

testified that the tenant left the unit dirty and damaged at move out. The landlord testified that the tenant did not pay the rent for November 2019 and held the unit until December 2, 2019 and left numerous items on the property until December 5, 2019. The landlord testified that the written condition inspection reports were conducted at move in and move out. The landlord testified that the tenant did not participate at the move out report and didn't give notice that she would be moving out. The landlord testified that she spent 9 hours cleaning the unit. The landlord spent four hours cleaning the yard. The landlord had to purchase lightbulbs and other cleaning supplies and parts to bring the unit back to a rentable state.

The landlord is applying for the following:

1.	Unpaid Rent November	\$2000.00
2.	Overhold the unit and storage of goods	258.33
3.	Cleaning the suite	225.00
4.	Cleaning the yard	100.00
5.	Miscellaneous damages	300.00
6.	Late payments of rent – 4 months	100.00
7.	Light bulbs, dump run, misc parts and supplies	140.41
8.	Filing Fee	
9.		
10.		
	Total	\$3223.74

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 provide **sufficient evidence of the following four factors**; the existence of the damage/loss, that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party, the applicant must also show that they followed section 7(2) of the *Act* by taking steps to mitigate or minimize the loss or damage being claimed, and that if that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. I address the landlords claim and my findings as follows.

The landlord provided extensive documentation, condition inspection reports, **undisputed testimony**, receipts and photos to support the entirety of their application.

The landlord has provided sufficient evidence to prove her claim and is entitled to the full amount of \$3223.74.

Conclusion

The landlord has established a claim for \$3223.74. I order that the landlord retain the \$2000.00 in security and pet deposits that she holds in partial satisfaction of the claim, and I grant the landlord an order under section 67 for the balance due of \$1223.74. This order may be filed in the Small Claims 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: May 15, 2020

Residential Tenancy Branch