



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **FFL, MNDL**

Introduction

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- Authorization to recover the filing fee for this application pursuant to section 72.

JS, agent, attended for the landlord ("the landlord"). The landlord had the opportunity to call witnesses and present affirmed testimony and written evidence. The hearing process was explained, and an opportunity was given to ask questions about the hearing process.

The tenant did not attend the hearing. I kept the teleconference line open from the scheduled time for the hearing for an additional ten minutes to allow the tenant the opportunity to call. The teleconference system indicated only the landlord and I had called into the hearing. I confirmed the correct call-in number and participant code for the tenant was provided.

The landlord provided affirmed testimony that the landlord served the tenant with the Notice of Hearing and Application for Dispute Resolution by registered mail sent on December 17, 2019 and deemed received by the tenant under section 90 of the *Act* five days later, that is, on December 22, 2019.

The landlord provided the Canada Post Tracking Number in support of service to which I refer on the cover page. Pursuant to sections 89 and 90, I find the landlord served the

tenant with the Notice of Hearing and Application for Dispute Resolution on December 22, 2019.

Issue(s) to be Decided

Is the landlord entitled to the following:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act, Residential Tenancy Regulation ("Regulation")* or tenancy agreement pursuant to section 67 of the *Act*;
- Authorization to recover the filing fee for this application pursuant to section 72.

Background and Evidence

The landlord provided the following uncontradicted testimony as the tenant did not attend the hearing. The tenancy began on June 30, 2017 for monthly rent of \$510.00 payable on the first of the month. The tenant provided no security deposit. The landlord submitted a copy of the signed tenancy agreement.

The landlord testified that a condition inspection was conducted on moving in and moving out. The landlord submitted a copy of the report as evidence. The unit is noted to be in good condition in all relevant aspects on moving in. On moving out, the report noted that the unit required cleaning and repairs. The tenant did not attend the final moving out inspection and the landlord testified that the tenant was served under the Act with a Final Opportunity to Attend in the RTB form, a photograph of the posting to the tenant's door having been submitted as evidence.

The landlord submitted receipts and photographs in support of all aspects of the claim as well as a Monetary Order Worksheet.

The landlord withdrew the request for reimbursement for painting costs.

The landlord's claim is summarized as follows:

| ITEM | AMOUNT |
|---------------------------|----------|
| Keys - replacement | \$6.00 |
| Removal of debris/garbage | \$260.00 |

| | |
|---|-----------------|
| Replacement two doors | \$241.95 |
| Drywall repair | \$350.00 |
| Total Monetary Award Requested by Landlord = | \$857.95 |

The landlord requested reimbursement of the filing fee of \$100.00.

Analysis

I have considered all the submissions and evidence presented to me, including those provided in writing and orally. I will only refer to certain aspects of the submissions and evidence in my findings.

Section 67 of the *Act* establishes that if damage or loss results from a tenancy agreement or the *Act*, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party.

The purpose of compensation is to put the person who incurred the damage or loss in the same position as if the damage or loss had not occurred. The person claiming compensation must establish **all** the following four points:

1. The existence of the damage or loss;
2. The damage or loss resulted directly from a violation – by the other party – of the *Act*, regulations, or tenancy agreement;
3. The actual monetary amount or value of the damage or loss; and
4. Everything reasonable was done to reduce or minimize (mitigate) the amount of the loss or damage as required under section 7(2) of the *Act*.

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. In this case, the onus is on the landlords to prove the landlord is entitled a claim for a monetary award.

In this case, the onus is on the landlord to prove the landlord is entitled a claim for a monetary award.

I have considered all the evidence submitted by the landlord, including the receipts, the photographs showing the unit needed cleaning, painting and repairs, and the condition inspection report on moving in and moving out, although the tenant did not attend the moving out inspection although provided with opportunity and Notice to do so.

Considering the evidence and testimony, I find the landlord has met the burden of proof on a balance of probabilities that the keys had to be replaced, debris/garbage was removed from the unit, and the unit needed cleaning and repairs when the tenant vacated including the replacement of two doors. I also find that the tenant is responsible for these items, the landlord incurred the expenses claimed, and the landlord took all reasonable steps to mitigate expenses. I find the landlord is entitled to a monetary award in the amount requested of **\$857.95** for this aspect of the claim.

As the landlord has been successful in this matter, I award the landlord reimbursement of the filing fee in the amount of \$100.00.

I grant a monetary order to the landlord summarized as follows:

| ITEM | AMOUNT |
|---|-----------------|
| Monetary award for damages and compensation – details set out above | 857.95 |
| Reimbursement filing fee | \$100.00 |
| Total Monetary Order = | \$957.95 |

Conclusion

The landlord is entitled to a monetary order in the amount of **\$957.95**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) to be 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 *ACT Tenancy Act*.

Dated: May 12, 2020

Residential Tenancy Branch