



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GUJRAL GROUP VENTURES INC
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDL-S, MNDCL-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.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The parties acknowledged receipt of evidence submitted by the other.

Issue to be Decided

Is the landlord entitled to a monetary award for damage and losses 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 testimony is as follows. The tenancy began on October 31, 2016 and ended on August 30, 2019. The tenant was obligated to pay \$2500.00 per month in rent in advance and at the outset of the tenancy the tenant paid a \$1250.00 security

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 was running a commercial business of dog grooming on the property and in the house. The landlord testified that the tenant used 500 pallets to create a make shift fence to keep 250 chickens on the property along with some goats.

The landlord testified that the tenant also allowed 6 mobile homes to park and rent space on the property. The landlord testified that the smell from all the animals on the property could be detected several blocks away. The landlord testified that the tenant damaged the inside of the home as well as all the landscape on this acreage property. The landlord testified that there were abandoned vehicles and all sorts of debris on the property. The landlord testified that he believes the tenant used the property for a variety of commercial ventures. The landlord testified that along with all the damages, he seeks the loss of 4 months rent as it took that long to bring the property back to a condition that was suitable for rental.

The landlord is applying for the following:

1.	B.C. Hydro	\$756.93
2.	RJ trucking and disposal	919.01
3.	Jasen repair and painting	3300.00
4.	Jasen clean up	1050.00
5.	Trudy clean up	1035.00
6.	Ryan yard clean up	410.00
7.	R.Theissen Trucking bobcat yard cleaning	1950.00
8.	Rona Supplies	11.83
9.	Grassmaster lawn	945.00
10.	B.C. Hydro – excess hydro costs	1146.88
11.	Loss of Rent four months	10000.00
12.	Filing Fee	100.00
	Total	\$21,624.25

The tenant gave the following testimony. The tenant testified that the landlord did not conduct written condition inspection reports at move in or move out. The tenant testified that the property has burned down and that she is confused as to how the landlord is seeking loss of rent when its uninhabitable through no fault of her own. The tenant testified that she is greatly insulted by the accusations put forth by the landlord. The tenant adamantly denies all of the landlords claims and challenges the landlord to provide any substantial evidence of all the allegations made. The tenant testified that

the landlord has been very difficult to deal with and just wants the return of her \$1250.00 security deposit.

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.

Damages and Cleaning \$13,774.00 -

The landlord repeatedly stated that he had date stamped photos that would support his claim, however; he did not submit them for this hearing. The landlord testified that he now knows that he is required to conduct a written condition inspection report at move in and move out with the tenant. It was explained in great detail to the landlord the vital and useful nature of the inspection report. Without the condition inspection report or any **other supporting documentation** I am unable to ascertain the changes from the start of tenancy to the end of tenancy, if any. The tenant has provided extensive disputing documentary evidence such as photos to dispute the landlords claim. The landlord has not provided sufficient evidence to support this portion of his claim and I therefore dismiss this portion of their application.

Rental Loss - \$10,000.00 -

I must dismiss the landlords claim for loss of revenue due to the condition of the unit as he has been unable to provide sufficient evidence that the tenant was responsible for the alleged damage and what the specific damage was.

The landlord has not been successful in their application.

Conclusion

The landlord's application is dismissed in its entirety without leave to reapply.

I order that the landlord return the \$1250.00 security deposit to the tenant. I grant the tenant an order under section 67 for the balance due of \$1250.00. 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: June 15, 2020

Residential Tenancy Branch