



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL, MNRL-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 registered mail on June 5, 2020. Canada Post tracking information was submitted in the landlord's evidence that shows that the item was delivered on June 9, 2020. Based on the submissions of the landlord, I find the tenant was served in accordance to section 89 of the *Act*. In addition, the landlord also emailed as per the Directors Order during the pandemic, the entire Notice of Hearing package and evidence to the tenant, to which the tenant responded that he received it. Therefore, I continued in the absence of the tenant.

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 undisputed testimony is as follows. The tenancy began on October 1, 2019 for a one-year term. The tenant was obligated to pay \$1750.00 per month in rent in advance and at the outset of the tenancy the tenant paid a \$875.00 security deposit which the landlord still holds. The landlord testified that the tenant left the unit dirty and damaged, and abandoned the unit. The landlord testified that when the tenant moved in, he damaged the overhead piping in the parking garage. The landlord testified that the tenant agreed he would pay for the damage but never did. The landlord testified that the tenant did not pay the rent for April, May and June. The landlord testified that the door lock required to be replaced as the tenant did not return the keys. The landlord testified that the tenant damaged the laminate flooring, several doors, and walls which required patching and painting.

The landlord is applying for the following:

1.	Unpaid Rent April – June	\$5250.00
2.	Pipe damage in Garage	4173.95
3.	Locksmith	157.50
4.	Repairs and Cleaning	1500.00
5.	Filing Fee	100.00
6.		
7.		
8.		
9.		
10.		
	Total	\$11,181.45

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, undisputed testimony, condition inspection report, receipts and photos to support their entire application. I find that the landlord is entitled to the amount as claimed of \$11,181.45.

Conclusion

The landlord has established a claim for \$11,181.45. I order that the landlord retain the \$875.00 security deposit in partial satisfaction of the claim, and I grant the landlord an order under section 67 for the balance due of \$10,306.45. 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 30, 2020

Residential Tenancy Branch