



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL, FFL

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, made on March 13, 2020 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage or compensation; and
- an order granting recovery of the filing fee.

The Landlord and the Tenants attended the hearing at the appointed date and time. At the beginning of the hearing, the parties acknowledged receipt of their respective application package and documentary evidence. No issues were raised with respect to service or receipt of these documents during the hearing. Pursuant to section 71 of the *Act*, I find the above documents were sufficiently served for the purposes of the *Act*.

The parties were provided with a full opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure and to which I was referred. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Landlord entitled to a monetary order for damage or compensation, pursuant to Section 67 of the *Act*?
2. Is the Landlord entitled to an order granting recovery of the filing fee, pursuant to Section 72 of the *Act*?

Background and Evidence

The parties testified that the tenancy began on November 1, 2018. During the tenancy, the Tenants were required to pay rent in the amount of \$1,600.00 and parking in the amount of \$50.00 to the Landlord on the first day of each month. The Tenants paid a security deposit in the amount of \$800.00, which the Landlord has been permitted to retain in a previous decision. The parties stated that the tenancy ended in July 2019.

The Landlord is claiming for monetary compensation in the amount of \$2,880.10. The Landlord stated that there was an incident during the tenancy in which the Police required emergency access to the rental unit, which required them to break down the door to gain entry. The Landlord stated that the Tenants have paid to replace the door, however, since the incident, the Strata has provided the Landlord with a bill in the amount of \$695.10 for the emergency call out to secure the door to the rental unit.

The Tenants stated that they were under the impression that paying for the new door was sufficient and they do not agree that they should be responsible for paying a further amount towards the damaged door.

The Landlord is claiming \$490.00 to replace an oven door window. The Landlord stated that at the end of the tenancy, she noticed that the window on the oven door was broken. The Landlord stated that she has not yet replaced the broken window, however, she provided a quote for the replacement glass as well as for installation in support.

The Landlord is also claiming \$1,694.99 in relation to a damaged washer and dryer unit. The Landlord stated that at the end of the tenancy, she noticed that the washer and dryer stack unit was bent on one side. The Landlord stated that she is unable to replace just the washer, therefore, the Landlord has provided a quote for the replacement of both units as they are connected. The Landlord confirmed she has not yet replaced the washer and dryer unit.

In response, the Tenants denied causing any damage to the oven or to the washing machine. The Tenants stated that the Landlord did not offer or conduct a move out inspection of the rental unit at the end of the tenancy. As such, the Tenants feel as though the Landlord is not entitled to monetary compensation for damage.

Analysis

Based on the oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 67 of the *Act* empowers me to order one party to pay compensation to the other if damage or loss results from a party not complying with the *Act*, regulations or a tenancy agreement.

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided for in sections 7 and 67 of the *Act*. An applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and
4. That the party making the application did what was reasonable to minimize the damage or loss.

In this case, the burden of proof is on the Landlord to prove the existence of the damage or loss, and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the Tenants. Once that has been established, the Landlord must then provide evidence that can verify the value of the loss or damage. Finally, it must be proven that the Landlord did what was reasonable to minimize the damage or losses that were incurred.

The Landlord is claiming for a Strata bill in the amount of \$695.10 for the emergency call out to secure the door to the rental unit. The Tenants acknowledged an incident occurred in the rental unit which required Police to gain entry by breaking down the door. I accept that the parties agreed that the Tenants have paid for the replacement of the door, however, the Landlord is now claiming for the emergency repairs to secure the door prior to it being replaced.

In this case, I accept that the Landlord has suffered a loss in the amount of \$695.10 as a result of an incident caused by the Tenants in their rental unit. As such, I find that the Landlord is entitled to monetary compensation in the amount of \$695.10.

The Landlord is claiming \$490.00 to replace an oven door window as well as \$1,694.99 in relation to a damaged washer and dryer unit. The Tenants denied causing damage to the items and stated that the Landlord never offered to conduct a move out inspection of the rental unit. During the hearing, the Landlord stated that she has not yet replaced the damaged items.

In this case, I find that the Landlord provided insufficient evidence to demonstrate that the oven window and washer/dryer unit were damaged by the Tenants. In the absence of a condition inspection report, it is difficult to determine what the condition of the items were at the end of the tenancy. Furthermore, I find that the Landlord has not demonstrated the value of the loss incurred, as she has not replaced the above mentions items. Lastly, I find that the Landlord has provided insufficient evidence to demonstrate that the washer/dryer unit required complete replacement as a result of a dent on the washer.

In light of the above, I dismiss the Landlord's claims to replace the oven door window as well as for the replacement of the washer/dryer unit without leave to reapply. Having been partially successful, I find the Landlord is entitled to recover the \$100.00 filing fee paid to make the Application. Pursuant to section 67 of the *Act*, I find the Landlord is entitled to a monetary order in the amount of \$795.10.

Conclusion

The Landlord has established an entitlement to a monetary order in the amount of \$795.10. The order should be served to the Tenants as soon as possible and may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: July 21, 2020

Residential Tenancy Branch