



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **MNRL, MNDL, MNDCL, FFL**

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 retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 72 of the *Act*;
- Authorization to recover the filing fee for this application pursuant to section 72.

The landlord attended on behalf of all landlords with his son and representative SS ("the landlord"). SS provided translation for 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 63 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 email sent June 19, 2020 pursuant to the rules in effect during the State of Emergency. The landlord testified the document was emailed to the email address that tenant has routinely used to correspond about tenancy matters from an email address that landlord routinely used for such correspondence; in such cases, the document is deemed to have been received three days after it was emailed.

Pursuant to the affirmed testimony of the landlord, I find the landlord served the tenant with the Notice of Hearing and Application for Dispute Resolution 3 days after sending the email, that is on June 22, 2020.

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 retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 72 of the *Act*;
- Authorization to recover the filing fee for this application pursuant to section 72.

Background and Evidence

The landlord provided uncontradicted testimony as the tenant did not attend the hearing.

The tenancy began on June 15, 2018 for monthly rental of \$3,200.00 payable on the first of the month. At the beginning of the tenancy, the tenant provided a security deposit of \$1,600.00 which the landlord holds. The landlord submitted a copy of the tenancy agreement.

A condition inspection was conducted on moving in and was completed by the landlord after when the tenant vacated. A copy was submitted.

The landlord testified that the tenant's rent cheque for June 1, 2019 was returned by the

bank, a copy of which was submitted. When he went to the unit on June 5, 2019, he found the unit empty. The tenant had vacated without notice. The landlord attempted to schedule a condition inspection with the tenant to no avail. Copies of the texts from the landlord suggesting times were submitted.

The tenant vacated the unit owing the landlord outstanding rent for June 2019. The tenant did not provide a forwarding residential address.

The landlord testified the tenant left the unit requiring considerable repairs, summarized as follows:

1. The flooring was damaged and lifted throughout by water saturation; the flooring had to be replaced;
2. The drywall was wet to a height of one meter requiring removal and disposal of wet drywall, drying of the unit, and replacement/repair/painting of the walls;
3. Two doors were broken and required replacement;
4. The baseboard throughout was damaged and wet, and required replacement;
5. The washer/dryer unit was damaged and had to be replaced;
6. Considerable debris and possessions left by the tenant had to be taken to the dump;
7. The unit was dirty and damaged throughout requiring considerable cleaning and repairs.

The landlord hired repair persons and cleaners who repaired the damage and cleaned the unit during the months of June and July 2020. The landlord purchased new flooring, baseboard, doors, and a washer/dryer. The landlord submitted many photographs, videos, receipts and other documentation in support of each aspect of the landlord's claims.

The landlord stated that he purchased the unit in 2018 and the unit had been completely refinished with new flooring, appliances, doors and trim. The unit was in good condition in all material aspects as reflected in the condition inspection report on moving in.

Pursuant to *Guideline 40 – Useful Life of Building Elements*, the landlord claimed six of ten years of life remaining on the flooring, 16 of 20 years of life remaining on the doors, and 11 of 15 years of life remaining on the washer/dryer.

The landlord testified that the unit could not be occupied until the repairs were finished in July 2019. The landlord claimed compensation for rent for July 2019 and testified the

unit was also vacant despite efforts to find suitable tenants for August as well.

The landlord testified that the tenant incurred \$2,550.00 for numerous strata offences, copies of the Violation Notices submitted by the landlord. The landlord testified he paid this amount for which he requested compensation from the tenant.

The landlord submitted a ledger showing outstanding rent and a Monetary Order Worksheet.

The landlord testified to the expenses as supported by receipts and requested the following monetary award:

ITEM	AMOUNT
Rent June 2019	\$3,200.00
Rent July 2019	\$3,200.00
Flooring (7/10 of \$9,111.33)	\$6,377.96
Doors (17/20 x \$787.50)	\$666.82
Washer/dryer (12/15 x \$988.40)	\$790.72
Drywall (removal, drying, repair)	\$5,725.00
Baseboards (removal, replacement)	\$470.00
Dumping costs	\$1,195.00
Cleaning	\$175.50
Strata fees	\$2,550.00
Filing fee reimbursement	\$100.00
TOTAL CLAIM	\$24,451.00

The landlord requested that the security deposit be applied to the award as follows.

ITEM	AMOUNT
Award (above)	\$24,451.00
(Less security deposit \$1,600.00)	(\$1,600.00)
TOTAL AWARD CLAIMED	\$22,851.00

Analysis

I have considered all the submissions and refer only to key facts.

Section 67 of the *Act* allows me to issue a monetary award for loss resulting from a party violating the Act, regulations or a tenancy agreement.

Section 7(1) of the Act provided that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-complying party must compensate the other for damage or loss that results.

To claim for damage or loss, the claiming party bears the burden of proof on a balance of probabilities; that is, something is more likely than not to be true. The claimant must establish four elements.

1. The claimant must prove the existence of the damage or loss.
2. Secondly, the claiming party must that the damage or loss stemmed directly from a violation of the agreement or a contravention on the part of the other party.
3. Once those elements have been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.
4. Finally, the claimant has a duty to take reasonable steps to reduce, or mitigate, their loss.

Rent

The landlord testified the tenant did not pay rent for the last month of June 2020 in which the tenant resided in the unit. The tenant is responsible to reimburse the landlord for rent for that month pursuant to the tenancy agreement and the Act.

I am satisfied based on the landlord's uncontradicted testimony and evidence, including the submission of a copy of the returned cheque, that the tenant is responsible for outstanding rent as claimed.

I accordingly find the landlord has met the burden of proof with respect to this aspect of the claim. I allow the landlord an award for outstanding rent as claimed.

Compensation for damages

I have considered all the evidence submitted by the landlord, including the testimony, the receipts, and the photographs.

I accept the landlord's well-prepared, credible and supported testimony. I find the

pictures, videos and receipts clearly demonstrate the extent of the damage and required repairs.

I find that the unit needed cleaning and repairs, and the flooring, doors and washer/dryer required replacement. I find that the tenant's debris was removed, drywall was replaced and repaired, and walls were repaired.

I find, as testified, that the tenant is responsible for the condition of the unit in breach of his responsibility under the Act.

The landlord's expenses were carefully set out in a Monetary Order Worksheet and were supported by receipts. I find that the landlord incurred the expenses claimed with respect to the damages; I find the expenses are reasonable in the circumstances according to the facts as I understand them.

I accept the landlord's testimony that he conducted repairs in a timely and efficient manner. I find the landlord took all reasonable steps to mitigate expenses.

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

In conclusion, I find the landlord has met the burden of proof on a balance of probabilities with respect to these claims and is entitled to all expenses claimed as follows:

ITEM	AMOUNT
Rent June 2019 (allowed above)	\$3,200.00
Rent July 2019 (allowed above)	\$3,200.00
Flooring (7/10 of \$9,111.33)	\$6,377.96
Doors (17/20 x \$787.50)	\$666.82
Washer/dryer (12/15 x \$988.40)	\$790.72
Drywall (removal, drying, repair)	\$5,725.00
Baseboards (removal, replacement)	\$470.00
Dumping fees	\$1,195.00
Cleaning	\$175.50
Strata fees	\$2,550.00
Filing fee reimbursement	\$100.00
TOTAL CLAIM	\$24,451.00

Security Deposit

The landlord is entitled to apply the security deposit to the monetary award for a final monetary order as follows:

ITEM	AMOUNT
Award (above)	\$24,451.00
(Less security deposit \$1,600.00)	(\$1,600.00)
TOTAL AWARD	\$22,851.00

Summary

I grant a monetary order to the landlord in the amount of **\$22,851.00** calculated as follows:

Conclusion

I grant a monetary order to the landlord in the amount of **\$22,851.00**. This order must be served on the tenant. This order may be filed and enforced in the Courts of the Province of British Columbia.

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: September 21, 2020

Residential Tenancy Branch