



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS  
LTD and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDL, 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; 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 full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

### Issue to be Decided

Is the landlord entitled to a monetary award for damage arising out of this tenancy?  
Is the landlord entitled to the recovery of the filing fee?

### Background, Evidence

The landlord's testimony is as follows. The tenancy began on March 1, 2016 and ended on August 31, 2020. The tenant was obligated to pay \$1269.00 per month in rent. The landlord testified that the tenant left the unit dirty and damaged a blind and countertop. The landlord seeks \$90.00 for the blinds and \$140.00 for countertop damage and cleaning. The landlord also seeks the recovery of the \$100.00 filing fee.

The tenant gave the following testimony. The tenant testified that he disputes these claims as the blinds and countertop were already damaged. The tenant testified that the unit was returned in a reasonable and clean manner to the landlord.

### 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.

The landlord did not provide sufficient evidence to align with the amount sought compared to the photos of the unit at move out. The landlord also failed to provide proof of the age of the blinds and countertop. As for the cleaning, the landlord did not delineate the number of hours spent and the scope of work. Due to these deficiencies in the evidence, I must dismiss this application in its entirety.

### Conclusion

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

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: February 12, 2021

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Residential Tenancy Branch