



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding STERLING MANAGEMENT SERVICES  
LTD and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDL-S, 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 December 18, 2020. Section 90 of the Act deems a party served five days later when sent by registered mail. I find that the tenant was deemed served on December 23, 2020. Based on the submissions of the landlord, I find the tenant was served in accordance to section 89 of the *Act*. Therefore, I continued in the absence of the tenant.

### Issue to be Decided

Is the landlord entitled to a monetary award for damage 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 June 1, 2017 November 30, 2020 without the tenant giving any notice that he was moving out. The tenant was obligated to pay \$850.00 per month in rent in advance and at the outset of the tenancy the tenant paid a \$400.00 security deposit which the landlord still holds. The landlord testified that the tenant left the carpets and the unit dirty at move out. The landlord testified that the tenant did not return the keys requiring the landlord to rekey the locks. The tenant severely damaged walls, door casings and the patio door. The landlord was unable to rent the suite for December 2020 as the tenant did not provide any notice and it took the landlord the entire month to make the unit suitable for rental again.

The landlord is applying for the following:

|     |                               |                  |
|-----|-------------------------------|------------------|
| 1.  | Re-key locks                  | \$71.40          |
| 2.  | Carpet Cleaning               | 262.50           |
| 3.  | Suite Cleaning                | 340.69           |
| 4.  | December Rent                 | 850.00           |
| 5.  | Repair Patio Door             | 782.25           |
| 6.  | Repair Walls and Door Casings | 4926.60          |
| 7.  | Supplies                      | 253.19           |
| 8.  | Filing Fee                    | 100.00           |
| 9.  |                               |                  |
| 10. |                               |                  |
|     | Total                         | <b>\$7586.83</b> |

### 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, condition inspection reports, undisputed testimony, receipts and photos to support their application. In the absence of any disputing testimony or documentation from the tenant, I find that the landlord has provided sufficient evidence to support the entirety of their claim and is entitled to \$7586.63.

### Conclusion

The landlord has established a claim for \$7586.63. I order that the landlord retain the \$400.00 security deposit in partial satisfaction of the claim, and I grant the landlord an order under section 67 for the balance due of \$7186.63. 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: April 22, 2021

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Residential Tenancy Branch