



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BC Housing Management Commission and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes **MNDL, MNRL, FFL**

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- A monetary award for damages and loss pursuant to section 67; and
- Authorization to recover the filing fee from the tenant pursuant to section 72.

The tenant did not attend this hearing which lasted approximately 15 minutes. The teleconference line remained open for the duration of the hearing and the Notice of Hearing was confirmed to contain the correct hearing information. The landlord was represented by their agent (the "landlord") who was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord testified that they served the tenant with the notice of application and evidence by registered mail sent to the forwarding address provided by the tenant on January 7, 2021. The landlord submitted a valid Canada Post tracking receipt and tenant's signature accepting service as evidence. Based on the evidence I find that the tenant is deemed served with the landlord's materials on January 12, 2021, five days after mailing, in accordance with sections 88, 89 and 90 of the Act.

Issue(s) to be Decided

Is the landlord entitled to a monetary award as claimed?

Background and Evidence

The landlord provided undisputed evidence on the following facts. This periodic tenancy ended in October, 2019. The monthly rent was \$596.00 payable on the first of

each month. No deposit was collected for the tenancy. The parties participated in a move-out inspection on October 1, 2019 and the landlord found the need for some cleaning and drywall repairs. The tenant disagreed with the landlord's assessment of damage.

The landlord submits that the total cost of the work done to restore the rental unit to its pre-tenancy condition, less any credit on the tenant's account, is \$727.00. The landlord submitted into evidence a copy of the inspection report as well as multiple photographs of the suite.

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 prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

I am satisfied with the preponderance of evidence submitted by the landlord that the rental unit required some cleaning and work due to the tenancy. I am satisfied with the evidence including the damages noted on the condition inspection report and the multiple photographs. I accept the landlord's undisputed testimony that the total cost of the work, less any credit due to the tenant, is \$727.00. Accordingly, I issue a monetary award in the landlord's favour in that amount

As the landlord was successful in their application they are also entitled to recover their filing fee from the tenant.

Conclusion

I issue a monetary order in the landlord's favour in the amount of \$827.00. The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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: May 10, 2021

Residential Tenancy Branch