



Dispute Resolution Services

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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, FFL

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, made on January 6, 2021 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

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

The hearing was scheduled for 1:30pm on May 11, 2021 as a teleconference hearing. L.A. attended the hearing on behalf of the Landlord at the appointed date and time. No one appeared for the Tenant. The conference call line remained open and was monitored for 10 minutes before the call ended. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that L.A. and I were the only persons who had called into this teleconference.

L.A. testified the Application and documentary evidence package was served to the Tenant by registered mail. Copies of the Canada Post registered mail receipts were submitted confirming the mailings took place on January 7, 2021. Based on the oral and written submissions of the Applicant, and in accordance with sections 89 and 90 of the *Act*, I find that the Tenant is deemed to have been served with the Application and documentary evidence on January 12, 2021, the fifth day after their registered mailing. The Tenant did not submit documentary evidence in response to the Application.

L.A. was 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 to the rental unit, 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

L.A. testified that the tenancy began on July 30, 2018. Near the end of the tenancy, the Tenant was required to pay rent in the amount of \$288.00 to the Landlord each month. L.A. stated that the Tenant did not pay a security deposit and that the tenancy ended on November 4, 2019. L.A. stated that the Landlord received the Tenant's forwarding address by email on September 16, 2020.

The Landlord is seeking a monetary order in relation to damage or loss. The Landlord has provided a monetary worksheet as part of their Application which is outlined below;

The Landlord is claiming \$420.00 for cleaning and to remove garbage from the rental unit at the end of the tenancy. The Landlord provided pictures of the rental unit as well as a receipt in support.

The Landlord is claiming \$335.00 to repair damaged walls in the rental unit. The Landlord provided pictures of the damaged walls as well as a receipt to repair the walls in support.

If successful, the Landlord is also seeking the return of the filing fee paid to make the Application.

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 Tenant. 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.

According to the Residential Tenancy Policy Guideline 1; The tenant must maintain "reasonable health, cleanliness and sanitary standards" throughout the rental unit or site, and property or park. The tenant is generally responsible for paying cleaning costs where the property is left at the end of the tenancy in a condition that does not comply with that standard. The tenant is also generally required to pay for repairs where damages are caused, either deliberately or as a result of neglect, by the tenant or his or her guest. The tenant is not responsible for reasonable wear and tear to the rental unit or site (the premises), or for cleaning to bring the premises to a higher standard than that set out in the *Residential Tenancy Act*.

The Landlord is claiming \$420.00 for cleaning and to remove garbage from the rental unit at the end of the tenancy. I find that the Landlord has provided sufficient evidence to demonstrate that the Tenant did not leave the rental unit reasonably clean at the end of the tenancy. I accept that the Landlord was required to clean the rental unit and remove garbage. As such, I find that the Landlord is entitled to compensation in the amount of **\$420.00**.

The Landlord is claiming \$335.00 to repair damaged walls in the rental unit. I find that the Landlord provided sufficient evidence to demonstrate that the Tenant caused damage to the walls in the rental unit during the tenancy. I accept that the Landlord was required to fix the wall and find that the Landlord is entitled to compensation in the amount of **\$335.00**.

Having been 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 \$855.00.

Conclusion

The Landlord has established an entitlement to a monetary order in the amount of \$855.00. The order should be served to the Tenant 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: May 11, 2021

Residential Tenancy Branch