



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNRL-S, MNDL-S, MNDCL-S

### Introduction

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

- a monetary order for unpaid rent, for damage to the rental unit, and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38.

The landlord attended the hearing via conference call and provided undisputed affirmed testimony. The tenant did not attend or submit any documentary evidence.

The landlord was advised that the conference call hearing was scheduled for 60 minutes and pursuant to the Rules of Procedure, Rule 6.11 Recordings Prohibited that recording of this call is prohibited.

The landlord stated that the tenant was served with the notice of hearing package and the submitted documentary evidence via email on March 23, 2021 as per the order for substitute service. The landlord stated that a copy of the March 23, 2021 email was submitted as part of his evidence package, but that he was unable to provide the file name or any details of where to locate it in his evidence submissions.

I accept the undisputed affirmed evidence of the landlord and find on a balance of probabilities that the tenant was properly served as per section 71 of the Act.

At the outset of the hearing the landlord's application was clarified. The landlord confirmed that despite not selecting the request for recovery of the filing fee, the

landlord seeks if successful in his application the filing fee as shown within the details of his application.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent, for damage, for money owed or compensation and recovery of the filing fee?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The landlord seeks a monetary claim of \$2,664.67 which consists of:

\$1,300.00	\$950.00	Unpaid/Loss of Rent, March 1-14/21
	\$250.00	Unpaid Utilities, Hydro February 2-March14/21
	\$100.00	Filing Fee
\$964.67	\$300.00	Painting Walls
	\$250.00	Cleaning
	\$146.36	Replaced Broken Patio Window Blinds
	\$75.00	Replaced Broken laundry bi-fold door
	\$76.59	Dirty Balcony Floor Re-Painted
	\$5.99	Replaced Stove lightbulb
	\$10.00	Missing unit entry key
	\$70.00	Missing unit entry FOB
	\$31.63	Replaced dirty stove to bowls
\$400.00		Possible Strata Fine

The landlord provided affirmed testimony that the tenant vacated the rental unit without providing proper 1 months notice to end the tenancy. The landlord stated that he was advised on February 26, 2021 that the tenant would be vacating at the end of February 2021. The landlord stated as a result the rental unit was advertised for rent, but the landlord was unable to locate a new tenant for March 1, 2021 but instead was able to find a new tenant to begin a tenancy on March 15, 2021. As a result the landlord seeks loss of rental income of \$950.00. The landlord clarified that monthly rent was \$1,900.00 and the landlord seeks compensation for the ½ months rent lost.

The landlord seeks \$250.00 for unpaid hydro costs incurred by the tenant for the period February 2 to March 14, 2021. The landlord stated that he submitted a copy of the invoice but was unable to identify the invoice for review during his evidence submissions.

The landlord seeks \$300.00 for the cost of painting/repairs of the walls. The landlord claims that the tenant vacated the rental unit leaving the walls dirty with marks and holes. The landlord stated that he was forced to hire a contractor to repair and re-paint the walls at cost of \$300.00. The landlord stated that he submitted a copy of the invoice but was unable to identify the invoice for review during his evidence submissions.

The landlord seeks \$250.00 for the cost of cleaning the rental unit. The landlord claims that the tenant vacated the rental unit leaving it dirty requiring cleaning. The landlord was forced to hire a cleaner at a cost of \$250.00. The landlord stated that he submitted a copy of the invoice but was unable to identify the invoice for review during his evidence submissions.

The landlord seeks \$146.36 for the cost of replacing a broken blind. The landlord claims that the tenant vacated the rental unit leaving it damage requiring the landlord to replace the blind. The landlord stated that he submitted a copy of the invoice but was unable to identify the invoice for review during his evidence submissions.

The landlord seeks \$75.00 for the cost of a broken laundry door. The landlord claims that the tenant vacated the rental unit and the landlord found the laundry door broken requiring replacement. The landlord stated that he submitted a copy of the invoice but was unable to identify the invoice for review during his evidence submissions.

The landlord seeks \$76.29 for the cost of painting the balcony floor. The landlord claims that it was dirty/stained beyond cleaning and required the landlord to re-paint the balcony floor. The landlord stated that he submitted a copy of the invoice but was unable to identify the invoice for review during his evidence submissions.

The landlord seeks \$5.99 for the replacement cost of 1 burnt out oven lightbulb. The landlord claims that the tenant vacated the rental unit and the landlord discovered the burnt out lightbulb requiring replacement. The landlord stated that he submitted a copy of the invoice but was unable to identify the invoice for review during his evidence submissions.

The landlord seeks \$10.00 for the cost of a missing entry and mailbox keys. The landlord claims that the tenant vacated the rental unit and did not return these keys requiring the landlord to replace them. The landlord stated that he submitted a copy of the invoice but was unable to identify the invoice for review during his evidence submissions.

The landlord seeks \$70.00 for the cost of a missing entry FOB. The landlord claims that the tenant vacated the rental unit and did not return the FOB key requiring the landlord to replace it. The landlord stated that he submitted a copy of the invoice but was unable to identify the invoice for review during his evidence submissions.

The landlord seeks \$31.63 for the cost of replacing the heating element covers. The landlord claims that the tenant vacated the rental unit leaving these covers dirty requiring replacement. The landlord stated that he submitted a copy of the invoice but was unable to identify the invoice for review during his evidence submissions.

The landlord seeks \$400.00 for the cost of possible strata fines. The landlord stated that he is awaiting a strata decision on whether or not a fine shall be imposed against the rental unit. The landlord stated that the tenant vacated the rental unit without paying the strata move-out fee. The landlord stated that there was talk of a reduced fine, but as of the date of this hearing the landlord has not yet received a fine.

### 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. In this case, the onus is on the landlord to prove on the balance of probabilities that the tenant caused the damage and that it was beyond reasonable wear and tear that could be expected for a rental unit of this age. In this case, I accept the undisputed affirmed evidence of the landlord and find on a balance of probabilities that the landlord was established a claim for unpaid rent, damages and compensation for a total of \$2,264.47 which includes the \$100.00 filing fee. The exception is the landlord's claim for \$400.00 in strata fines. In this case, the landlord has not paid any strata fines nor has the landlord been levied any strata fines

as the landlord is still awaiting a decision from the strata. On this basis, the landlord's request for strata fines is dismissed with leave to reapply as this claim has been filed pre-maturely. Leave to reapply is not an extension of any applicable limitation period.

The landlord has applied to offset his claim against a security deposit. However, the landlord failed to make any submissions on the security deposit. An extensive review of the landlord's applications reveals that a security deposit of \$950.00 and a pet damage deposit of \$950.00 were paid. On this basis, the landlord's \$2,264.47 is offset against the combined deposits of \$1,900.00 leaving a balance owing of \$364.47.

### Conclusion

The landlord is granted a monetary order for \$364.47.

This order must be served upon the tenant. Should the tenant fail to comply with this order, the 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: August 19, 2021

---

Residential Tenancy Branch